

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE  
FINANCING STATEMENTS**

H ERLE SCHAFFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

**LIBER**

**547**



547 01

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 519 Page No. 526  
Identification No. 270595 Dated November 2, 1987

1. Debtor(s) { W.F. UTZ CONSTRUCTION COMPANY, INC.  
Name or Names - Print or Type  
{ 1511 RITCHIE HIGHWAY SUITE 105 ARNOLD, MARYLAND 21012  
Address - Street No., City-County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name or Names - Print or Type  
{ 500 NORTH CALVERT STREET BALTIMORE, MARYLAND 21202  
Address - Street No., City-County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... The original financing statement between the foregoing Debtor and Secured Party, bearing the file Number shown above, is still effective.</p>	<p>B. Partial Release ..... From the collateral described in the financing statement bearing the file number shown above, the Secured Party release the following:</p>
<p>C. Assignment..... The Secured Party certifies that the Secured party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:.....<sup>XXX</sup> (Indicate whether amendment, termination, ect.)  TERMINATION</p>

Date: SEPTEMBER 6, 1989

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name of Secured Party

By: [Signature]  
Signature of Secured Party

Robert P. Warr, Senior Vice President  
Type or Print (Include Title if Company)

158

517 02

278018

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Homestead Gardens, Inc.  
 \_\_\_\_\_  
 743 (Name)  
Central Avenue  
 \_\_\_\_\_  
 (Address)  
Davidsonville, Maryland 21035  
 \_\_\_\_\_

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Nicholas Lambrow  
 \_\_\_\_\_  
 (Name of Loan Officer)  
25 S. Charles Street  
 \_\_\_\_\_  
 (Address)  
Baltimore, Maryland 21201  
 \_\_\_\_\_

~~Commercial Finance 101-503~~ 121-011

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 11.00  
 POSTAGE .50  
 MARYLAND DEPT. OF REG. 11/10/89

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

10/11/89  
 H. ERLE SCHAFER  
 SA DE. CIRCUIT COURT

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Homestead Gardens, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Don E. Riddle, President  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11/23

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278819

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Baldwin Service Center, Inc.  
41 Defense Hwy.  
Annapolis, Md. 21401

2. Secured Party(ies) and address(es)  
Transamerica Commercial Finance Corp.  
515 W. Ireland Road  
South Bend, IN. 46680

For Filing Officer (Date, Time, Number, and Filing Office)



4. This financing statement covers the following types (or items) of property:  
  
All inventory, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise). As financed by Transamerica Commercial Finance Corp.

5. Assignee(s) of Secured Party and Address(es)

INVENTORY NOT SUBJECT TO RECORDATION TAXES.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court - Anne Arundel County

Baldwin Service Center, Inc.  
By: Shonda L. Baldwin, Chmn.  
Signature(s) of Debtor(s)

Transamerica Commercial Finance Corp.  
By: Vivian L. Ball  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1150 STANDARD FORM - FORM UCC-1.

547 REC 04

278810

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

MS

5. Debtor(s) Name(s): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road  
Annapolis, Maryland 21403

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. \_\_\_\_\_

6. Secured Party: Maryland National Bank Address: Department Collateral Unit  
P. O. Box 871  
 Attention: Lisa Edwards ~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21404  
~~XXXXXXXXXXXXXXXXXXXX~~

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.
- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

41FOOT TRADITIONAL SAILBOAT HULL #41

Debtor: Hans Christian Yachts, Inc. Secured Party: Maryland National Bank

By: [Signature] (Seal) By: [Signature] (Seal)  
 Type name and title, if any Geoffrey R. White, President Type name and title Robert G. Jones, Vice President

By: \_\_\_\_\_ (Seal) Type name and title \_\_\_\_\_

### MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:  
 Maryland National Bank  
 Attn: AARJ  
 1713 West Street  
 Annapolis, Maryland 21403

115

Anne Arundel Co.

278811

FINANCING STATEMENT

547 05

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$50,000.00

1. Name of Debtor(s): C-Z Enterprises, Inc.  
Address: 24 South River Road  
Edgewater, MD 21037

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
2001 Davidsonville Rd.-Second Floor  
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property: All equipment of Debtor, now owned or hereafter acquired together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

TW

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): C-Z Enterprises, Inc.  
*[Signature]*  
Conrad J. Zittinger, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
*[Signature]*  
By Jeffrey S. Armiger, Asst. V.P.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

115  
350  
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270312

FINANCING STATEMENT

547 116

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$60,000.00

\*\*PURCHASE MONEY\*\*

1. Name of Debtor(s): C-Z Enterprises, Inc.  
Address: 24 South River Road  
Edgewater, MD 21037

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXX  
2001 Davidsonville Road-Second Floor  
Crofton, Maryland 21114

3. This Financing Statement covers the following types (or items) of property: One(1) 1981 Wichtex Model C-65A 65-ton well service rig with F75A tubing drum, Serial #81-1321; line divider, grooved core, powered thru right angle drive & transfer case mounted in customer's carrier drive line; 68T Wichtex telescoping derrick Serial #81-1322 with 3 tubing & 1 overhead sand sheave; rod board, tubing board, hydraulic raising & telescoping rams; hydraulic system with large pump to accomodate tong operation; complete on customer's carrier including 4 hydraulic leveling jacks; together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any  
XX  
of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:



Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): C-Z Enterprises, Inc.  
Conrad J. Zittinger, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND

By: Jeffrey S. Armiger, AVP  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

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420  
5-

NOT SUBJECT TO RECORDATION TAX

PURCHASE MONEY FINANCING STATEMENT

(Secured Party is the Seller of the Assets)



1. Debtor(s) ( 3100 Hammonds Ferry Inc.  
 ( 3100 Hammonds Ferry Road  
 ( Glen Burnie, Maryland 21061  
 (

2. Secured Party(ies) ( William Steiner and Janice Marie Steiner  
 ( 929 Sheila Drive  
 ( Glen Burnie, Maryland 21061

3. This Financing Statement covers the following types of property:

See attached Schedule A

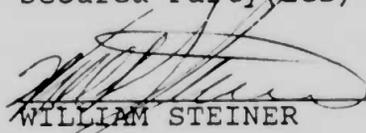
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

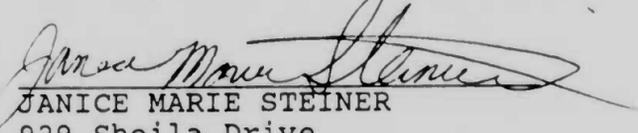
6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Debtor(s)  
 3100 Hammonds Ferry Inc

Secured Party(ies)  
  
 WILLIAM STEINER

BY:   
 RASHID KHATIB, PRESIDENT

  
 JANICE MARIE STEINER  
 929 Sheila Drive  
 Glen Burnie, Maryland 21061

29.50



SECURITY AGREEMENT

3100 Hammonds Ferry Inc., hereinafter called "Debtor"; the premises of the Debtor is 3100 Hammonds Ferry Road, Baltimore, Maryland 21227; for valuable consideration, receipt whereof is hereby acknowledge, hereby grant unto William Steiner and Janice Marie Steiner, hereinafter called "Secured Party", a security interest in the property listed on Schedule A which is attached hereto and made a part hereof, as well as any and all additions, accessions and substitutions thereto or therefor, hereinafter called the "Collateral," to secure payment of the indebtedness evidenced by this Security Agreement of Debtor to Secured Party, all hereinafter called the "Obligation."

1. Debtor agrees to pay Secured Party Ninety Thousand Dollars (\$90,000.00), with interest at 10.5 percent per annum, from June 2, 1989, in monthly installments of principal and interest in the amount of One Thousand Two Hundred Fourteen Dollars and Forty Two Cents (\$1,214.42), commencing on July 2, 1989, and on the second day of each succeeding day thereafter until June 2, 1999, at which time the entire principal balance, if any, together with interest at the above-stated rate, shall become due and payable. Said installments shall be applied first toward interest, and the balance, if any, toward the reduction of the principal debt secured hereby and to pay on demand reasonable cost of collection, including reasonable attorney's fees. Default in payment of any installment shall render the entire principal balance immediately due and payable. Debtor shall specifically have the right to prepay the unpaid balance at any time without penalty.

2. The Debtor hereby warrants and covenants that:

(a) The Collateral is to be used for and in the Debtor's business and will be kept at the Debtor's premises, as hereinbefore stated; Debtor will promptly notify Secured Party of any change in the location of the Collateral within State and Debtor will not remove the Collateral from the said State without the written consent of the Secured Party.

547 (19)  
(b) Except for the Security interest herein granted, the Debtor shall remain the owner of the Collateral free from any adverse lien, security interest, or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at all times claiming the same or any interest therein.

(c) Debtor authorizes Secured Party to file, in jurisdiction where this authorization will be given effect, a Financing Statement signed only by the Secured Party describing the Collateral in the same manner it is described herein; and the request of the Secured Party, Debtor will join with Secured Party in executing one or more Financing Statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party and will pay the cost of filing the same or filing or recording this Security Agreement, including documentary stamps and other charges, in all public offices whenever filing or recording is deemed, by Secured Party, to be necessary or desirable.

(d) Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party.

(e) Debtor shall keep insured, until the within indebtedness is paid-in-full, the Collateral to the extent of its sound insurable value; but in no event less than the balance due the Secured Party from time-to-time hereunder, against loss by fire and other casualty, within the standard extended coverage endorsement. The insurance policy or policies shall be endorsed so as to be paid, in the event of any loss, directly to the Secured Party, its heirs, personal representatives, successors and assigns, and in the Secured Party's name alone. The Secured Party will pay unto the Debtor such amount, if any, that may have been received by the Secured Party from such insurance proceeds in excess of the amount due the Secured Party. The original policy or policies evidencing such insurance shall be delivered to the Secured Party, and in the event the Debtor does not pay the premium thereon or the Secured Party obtains insurance thereon, the Debtor not having obtained such coverage, the insurance premiums

shall be added to the debt secured hereby and collected in the same manner as if it had been part of the original loan.

(f) Debtor will keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Debtor will not use the Collateral in violation of any Statute or Collateral; and Secured Party may examine and inspect the Collateral at any time, wherever located.

(g) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Security Agreement or upon any note or notes evidencing the Obligation. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expenses incurred, by Secured Party pursuant to the foregoing authorization, and if such payment is not made, the said amount shall be added to the debt secured hereby and collected in the same manner as if it had been part of the original loan. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and not inconsistent with any policy of insurance thereon.

3. Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant or liability contained or referred to herein.

(b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.

(c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

(d) Dissolution, termination of existence, insolvency, business

failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

(e) Debtor's title in said Collateral shall be diminished in any manner, whether voluntary or involuntary.

4. Upon such default, and at any time thereafter, Secured Party may declare the unpaid balance of the Obligation secured hereby, immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code or any other Law or Statute. Notwithstanding the foregoing provision, the Debtor shall have a <sup>fifteen</sup> five (5) day grace period in which to cure any failure to make timely payment of an installment as described above, provided, however, that if the Debtor shall fail to make timely payment of any installments described herein, then the Debtor shall pay a late charge of 5% of the amount of each such installment that is not timely paid. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Secured Party will give Debtor notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of notice shall be met if such notice is mailed, postage prepaid, to the Debtor at the address shown in this Security Agreement, at least <sup>fifteen (15)</sup> five (5) days before the time of sale or disposition.

5. Any expenses incurred or paid by the Secured Party for retaking, holding, preparing for sale, selling, attorney's fees, legal expenses, and the like shall be considered part of the Obligation.

6. No waiver by Secured Party of any default shall be considered a continuing waiver nor shall operate as a waiver of any other default or of the same default on a future occasion.

7. All rights and liabilities of the Secured Party hereof shall insure to the benefit of and be the liability of the Secured

: 547 of 12

Party and his, her or its heirs, personal representatives, successors and assigns. This Security Agreement shall become effective when executed by the Debtor and will be binding on the Debtor and the Debtor's heirs, personal representatives, successors and assigns (where assigned in conformity with the requirements hereof).

8. The security interest herein created shall also secure all other indebtedness, obligations and liabilities of the Debtor to the Secured Party, now existing and hereafter arising, including future advances, however evidenced or created, actual, direct, contingent or otherwise.

As witness, the proper signatures and seal of the parties hereto this 9 day of Sept, 1988.

Debtor(s)

3100 HAMMONDS FERRY INC.

BY: R. Khatib  
RASHID KHATIB, PRESIDENT

Secured Party(ies)

William Steiner  
WILLIAM STEINER

Janice Marie Steiner  
JANICE MARIE STEINER  
929 Sheila Drive  
Glen Burnie, Maryland 21061

\*\*\*

For value received, the undersigned does hereby assign all of its interest in the foregoing Security Agreement unto \_\_\_\_\_.

547 13

SCHEDULE "A"

- 1 - Amco, 3 section shelving
- 1 - Republic locker
- 1 - Manitowoc Ice Machine, Model ET 0404W S/N 860462426
- 1 - Metalmaster Three compartment sink, Model C-314-16-3-18
- 2 - Metalmaster Vellehelves, Model VS 1260 TL & VS 1248 TL
- 2 - Metalmaster Handrinke, Model HSA 107
- 1 - Kidde Fire Protection System
- 1 - Rendell Equipment Stand, Model 22296 S/N 860620234
- 1 - Custom Built Updraft Unit with Make up air system & Ventilation system
- 1 - Vulcan Heat Open Burner Unit, Model MCH-1A S/N 86020798
- 1 - Toastmaster Food Warmer, Model 1523 S/N 250187
- 1 - Vulcan Heat Griddle, Model MCG-3A S/N 85701609
- 2 - Star Fryers, Model 408 S/N 40372425 & 4037246
- 1 - Rastone Reach-In Freezer, Model AF 22-AA 88543851
- 1 - Amano Microwave Oven, Model RC-9 S/N 69418
- 1 - Low Boy Refrigerator, Model STSA-30 RS S/N SF325355-A
- ~~1 - Equinox Bar & Que Booboooo, Model CS 48 S/N 115634~~
- 1 - Beverage Air, Sandwich Unit, Model SUR 48 12 S/N 4015323
- 1 - Coellvere Coffeemaker, Model 558 SVT S/N M052103
- 2 - Coellvere, Warmer Stoves, Model SV-2 S/N M052815 & M052816
- 1 - Metalmaster Worktable, Model T 30965B-B5
- 2 - Jet Spray Juice Dispenser Model TJ-3 S/N 118773
- 1 - Toastmaster Soupwarmer, Model 1528 S/N 109648
- ~~1 - Hovee Foodwarmer, Model 1220-3-27 S/N 9387289~~
- 2 - Continental Glass Display Freezer, Model C2PDA-2511CA S/N J85397849 & J8535778
- 1 - Kalvinator Ice Cream Case, GT 60 S/N 85284
- 2 - Globe Slicing Slicers Model ~~84-11~~ S/N 348900

- 1 - 10 Ft. Pinnical doll case S/N 67805
- 1 - Pinnical doll case, Model D2L-8CB S/N \_\_\_\_\_
- ~~1 - Bear Hot Cooker, Model 175 CS S/N \_\_\_\_\_~~
- 1 - Holman Bun Toaster, Model T 814 H S/N \_\_\_\_\_

- 2 - Scales
- 1 - Cash Register-2 drawer
- 1 - Remcor Coke machine
- 1 - Walk In Box
- 2 - Air Conditioners
- 1 - Black Soup Kettle
- 1 - Hot Dog Machine
- 1 - Soft Serve Ice Cream Machine
- 1 - French Fry Cutter
- Miscellaneous Knives and Forks
- Counter Tops
- 3 - Telephones

12AK

547 11

278314

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

George R. Ruhl & Son, Inc.  
 \_\_\_\_\_  
 (Name)  
 7451 Race Rd.  
 \_\_\_\_\_  
 (Address)  
 Hanover, Md. 21076

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: J. Stephen Klose, 101-560  
 \_\_\_\_\_  
 (Name of Loan Officer)  
 P.O. Box 1596  
 \_\_\_\_\_  
 (Address)  
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which is herein used means accounts, instruments, chattel paper, contracts, contract rights, account receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned good and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) All of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes, or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

George R. Ruhl & Son, Inc. (Seal)  
 \_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Signature)  
 GEORGE R. RUHL III PRESIDENT  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11/50

547 15

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277303

RECORDED IN LIBER 541 FOLIO 141 ON 5/2/89 (DATE)

1. DEBTOR

Name Shoreline Seafood, Inc.

Address 1034 Route 3 North, Gambrills, MD 21054

2. SECURED PARTY

Name TransFinancial Leasing Corp.  
The Steffey Bldg., Ste. 200B

Address 407 Crain Highway  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>SEE ATTACHED EQUIPMENT LIST</p> <p>Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza New York, NY 10020</p>	

*Not subject to recordation tax.*

Dated June 20, 1989

TransFinancial Leasing Corp.

*B. Winter*  
\_\_\_\_\_  
(Signature of Secured Party)

Bruce J. Winter, Vice President  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*1050*

*2591*

547 16

SHORELINE SEAFOOD, INC.

Schedule 01

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Reach-In Freezer Continental Model C-2FDA-2S
(1) One	Base Freezer LaRosa Model L-20162
(1) One	Base Refrigerator LaRosa Model L-D1196
(1) One	Salad Top Base Refrigerator Model L-12198
(1) One	Thermo-Kool two (2) Compartment Refrigerator, Freezer Combination
(1) One	ACL-FILCO Refrigeration compressor package for Items K39, Ri, R10, R4, R11, and R21
(1) One	McCray Delicatessen Case 10' Model R-CD535-10
(1) One	McCray Delicatessen Case 6' Model RCD535-6
(1) One	McCray endless fish case consisting of two (2) each 12' cases Model RCFS40E12 and one (1) each 8' case Model RCFS40E8 and two ends
(1) One	McCray Display Cooler Three (3) Door Model RIN-3
(1) One	Set of Metro Exposy Seal Shelving for Combination Walk-In Box
(1) One	Hood: 30' x 4' Stainless Steel Condensate
(1) One	Exhaust Fan: 6000 CFM
(1) One	Fresh Air Fan: 5400 CFM
(1) One	Exhaust Duct: Aluminum - sealed
(1) One	Fresh Air Duct: with Ceiling Diffusers
(1) One	Roof Curb Exhaust: 18 GA. Stainless Steel
(1) One	Roof Curb F/A: 18 GA. Stainless Steel
(1) One	Hood: 30' x 4' x 2' Stainless Steel exposed with M/U air
(2) Two	Exhaust Fan: 6,000 CFM
(1) One	Fresh Air Fan: 10,800 CFM
(1) One	Grease Duct: 16 GA. Welded
(1) One	Fresh Air Duct: SMACNA
(1) One	Roof Curb Exhaust: 18 GA. Stainless Steel
(1) One	Roof Curb F/A: 18 GA. Stainless Steel
(2) Two	Stainless Steel Wall Paneling: on back wall only 30 Lin. Ft. x 6'6"

TransFinancial Leasing Corp.

BY: B. J. Winter

TITLE: Bruce J. Winter, Vice President

DATE: June 20, 1989

gmm2.shorelin.eq

547 17

278815

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/1/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020

TW

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 8/24/89, Schedule # 01, dated 8/24/89 between Assignor as Lessor and LEASE ACCOUNT # 618098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/1/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*Not subject to recordation tax*

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Frank J. Sarro, III  
(Signature of Debtor)  
Frank J. Sarro, III - President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

[Signature]  
(Signature of Secured Party)

K.R. Adams  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

11/50

547 18

TECHNICAL TYPESETTING INC.

Schedule 01

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(2) Two	Sun Microsystems - 4MB 19" Mono Desktop WS Package - S/N's 847AZ1748, 68311, 850H0123, 850F0319,902AZ0539, 01385, 909H0451, 909F0825
(1) One	Laser Printer Model #QMSPS810 S/N 423015
(7) Seven	Zenith CPU with 20MB HDD, S/N's 728CC0467, 743CD0179, 743CD0397, 743CD0219, 743CD0951, 743CD0162, 743CD0987
(7) Seven	Zenith Monochrome Comp. / 20MB HDD
(7) Seven	Zenith Monochrome Monitor S/N's 825AF0287TAD, 825AC0001TAD, 825AD0080TAD, 828AF0354TAD, 825AC0012TAD, 828AD0124TAD, 828AF0368TAD

TransFinancial Leasing Corp.

Societe Generale Financial Corporation

BY: *Frank J. Sarro, III*

BY: *M. A.*

TITLE: Frank J. Sarro, III, President

TITLE: *VP*

547 19

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270016

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/7/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.



1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
to secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 11/29/88, Schedule # 02, dated 8/24/89 between Assignor as Lessor and LEASE ACCOUNT # 011889 as Lessee. Assignor has granted Security Interest in the following equipment leased to Lessee to Assignee per a Non-recourse Assignment of Rents dated 9/7/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) 2792

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*Not subject to recordation tax*

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TransFinancial Leasing Corp.  
*Frank J. Sarro III*  
(Signature of Debtor)  
Frank J. Sarro, III - President  
Type or Print Above Signature on Above Line

(Signature of Debtor)  
Type or Print Above Signature on Above Line

Societe Generale Financial Corporation  
*M. Adams*  
(Signature of Secured Party)  
*K.R. Adams*  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1350

The Dub Centre, Inc.

Schedule 02

EQUIPMENT LIST

QUANTITY

DESCRIPTION

244 (two hundred forty four) AG6800 Panasonic Recorders - S/N's:  
 G4HK01257, E4HL00111, G4HK00649, D4HK00519, I4HK00683,  
 G4HK01180, D4HK00351, I4HK00712, E4HL00190, D4HK00336,  
 I4HK01797, E4HK00081, D4HK00489, I4HK00326, E4HK00106,  
 D4HK00728, I4HK00132, E4HK00380, D4HK00692, I4HK01099,  
 E4HL00744, D4HK00355, I4HK01383, E4HL00135, D4HK00567,  
 I4HK01315, E4HL00157, E4HK00047, I4HK01583, E4HL00015,  
 E4HL00137, G4HK00161, E4HL00007, E4HK00032, G4HK01286,  
 I4HK01014, E4HL00148, G4HK00124, I4HK00650, E4HL00207,  
 G4HK00109, I4HK01322, E4HK00439, G4HK01435, I4HK01317,  
 E4HL00035, G4HK00134, I4HK00531, E4HL00130, G4HK01264,  
 I4HK00540, I4HK01740, G4HK01437, E4HL00745, I4HK00329,  
 G4HK00146, E4HK00050, I4HK01135, G4HK01188, E4HL00096,  
 E4HL00045, G4HK01170, E4HL00008, E4HL00294, G4HK01475,  
 D4HK00340, E4HL00211, G4HL01407, D4HK00636, E4HK00053,  
 G4HL01233, D4HK00620, E4HK01474, G4HL00027, D4HK00700,  
 E4HK00407, G4HL01155, D4HK00628, E4HL00063, G4HL01389,  
 D4HK00633, E4HL00033, G4HL00487, D4HK00641, G4HK00176,  
 G4HL00103, D4HK00624, G4HK01395, E4HL00061, D4HK00606,  
 G4HK00615, E4HL01691, I4HK01624, G4HK00990, E4HL00206,  
 I4HK01091, G4HK00107, E4HL00285, I4HK01007, G4HK00635,  
 E4HL00547, I4HK01105, I4HK01325, I4HK01400, J4HK00693,  
 I4HK01196, I4HK01308, J4HK00530, I4HK01180, H4HK01195,  
 J4HK00491, I4HK01681, I4HK01701, J4HK00687, I4HK00631,  
 I4HK00644, J4HK00543, D4HK00350, I4HK01286, J4HK00516,  
 D4HK00444, G4HK01377, J4HK01229, D4HK00632, G4HK01404,  
 E4HK00705, D4HK00625, G4HK01298, E4HK00533, D4HK00510,  
 G4HK00213, E4HK00005, G4HK01308, G4HK00163, E4HK00056,  
 D4HK00364, G4HK01379, E4HK00381, D4HK00691, J4HK00704,  
 E4HK00746, D4HK00562, G4HK00040, E4HK00010, I4HK01309,

TransFinancial Leasing Corp.  
 By: *Frank J. Sarro III*  
 Title: Frank J. Sarro, III - President

Societe Generale Financial Corporation  
 By: *[Signature]*  
 Title: *[Signature]*

The Dub Centre, Inc.

Schedule 02  
Page 2 of 2

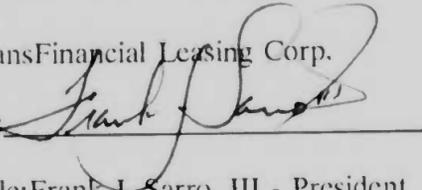
EQUIPMENT LIST

QUANTITY

DESCRIPTION

Panasonic AG6800 Recorder S/N's Cont'd:  
 G4HK01229, E4HK00068, I4HK00312, J4HK00558, E4HK00478,  
 I4HK01642, J4HK00659, G4HK01421, G4HK01201, G4HK01490,  
 G4HK00169, G4HK01146, G4HK00147, G4HK01378, G4HK00023,  
 G4HK01354, G4HK01391, G4HK00815, G4HK00165, G4HK00004,  
 G4HK00179, I4HK01168, F4HK01079, G4HK01340, G4HK01099,  
 G4HK01296, F4HK01078, G4HK01366, G4HK00217, G4HK00850,  
 G4HK00216, G4HK00093, G4HK00038, G4HK00860, D4HK00346,  
 D4HK00710, D4HK00584, D4HK00608, D4HK00580, D4HK00349,  
 D4HK00649, D4HK00607, D4HK00545, J4HK00683, J4HK00719,  
 D4HK00992, I4HK01220, J4HK00710, D4HK00726, I4HK01687,  
 J4HK00654, D4HK00575, I4HK00294, J4HK00639, D4HK00683,  
 I4HK00233, J4HK00539, D4HK00645, I4HK00299, J4HK00564,  
 D4HK00618, I4HK01502, J4HK00553, D4HK00587, I4HK01203,  
 J4HK00666, D4HK00684, I4HK00304, E4HK00447, D4HK00642,  
 I4HK01266, E4HL00154, E4HK00089, J4HK00551, E4HL00302,  
 E4HK00120, J4HK00596, E4HL00059, E4HL00204, J4HK00667,  
 E4HL00105, E4HK00258, J4HK00511, I4HK01407, I4HK00308,  
 J4HK00620, I4HK01302, I4HK01350, J4HK00515, G4HK00174,  
 I4HK00692, J4HK00537, I4HK01423, I4HK00721, J4HK00581,  
 I4HK01194, I4HK00148, G4HK01259, I4HK00606.

TransFinancial Leasing Corp.

By: 

Title: Frank J. Sarro, III - President

Societe Generale Financial Corporation

By: 

Title: 

STATE OF MARYLAND

517 22  
Identifying File No. 278927

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GRAPHICS LEASING CORPORATION  
Address 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD 21230

2. SECURED PARTY

Name FLEET CREDIT CORPORATION  
Address 111 WESTMINSTER STREET PROVIDENCE, RI 02903 ATTN: ROOM 925

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) 1979 17" TWO Color Tandemere Didde Claser Web Press s/n: 30E-791 Model RS 13E  
And all accessories and attachments to all of the above.

Name and address of Assignee

FILED WITH: County Clerk/Anne Arundel/MD Acct. No. 1100511501 & 02

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

GRAPHICS LEASING CORPORATION  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

[Signature] AVP  
(Signature of Secured Party)

FLEET CREDIT CORPORATION  
Type or Print Above Signature on Above Line

11/5

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 43,254.49

If this statement is to be recorded in land records check here.

This financing statement Dated 8/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GRAPHICS LEASING CORPORATION
Address 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD 21230

2. SECURED PARTY

Name FLEET CREDIT CORPORATION
Address 111 WESTMINSTER STREET PROVIDENCE, RI 02903 ATTN: ROOM 925

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All equipment as listed on Schedule "A" attached hereto and made part hereof. This equipment is owned by FLEET CREDIT CORPORATION and is being leased to GRAPHICS LEASING CORPORATION under a true lease. This filing is a memo of the lease transaction.

Name and address of Assignee

TW

FILED WITH: County Clerk/Anne Arundel/MD

Acct. No. 1100511501 & 02

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

GRAPHICS LEASING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

FLEET CREDIT CORPORATION
Type or Print Above Signature on Above Line

1/80

29750

50

SCHEDULE "A"  
TO UCC-1 FINANCING STATEMENT

547 24

1100511501 & 02

NAME: GRAPHICS LEASING CORPORATION

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which GRAPHICS LEASING CORPORATION is Debtor and FLEET CREDIT CORPORATION is Secured Party.

EQUIPMENT LOCATION: 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD

(1) Didde Folder and (1) Didde Perf. Unit for 11" Compu-Press,  
S/N: 420-0026

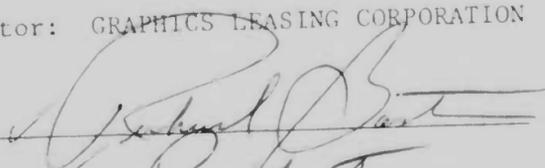
(1) NEC APC IV (S/N: 136-006314-200A), Monitor, Color ITT  
(S/N: 109958); Printer, Panasonic KXP-1592 (S/N: 7CMAIH32110);  
Manager Network, Great Plains (S/N: 20D063035787); General Ledger,  
Great Plains (S/N: 11D063223987); Accounts Payable, Great Plains  
(S/N: 13D063222887); Accounts Receivable, Great Plains  
(S/N: 12D063207387); Payroll, Great Plains (S/N: 17D063224887);  
2 Link MC-3 Virtual Terminals (S/N: 110148 and 110159); 1 Custom  
Software DBase III and DBase III Lan Pak/3 Stations; 1 Printer,  
Panasonic KXP-10911 (S/N: 7ADALC40690); 3 Alloy PC-Slave/16N  
Boards with NTNX Multi-User Software and Cables (S/N: S 59236,  
59240 and 59279); 2 Surge Controls, Power, Noise Filter; 2 Disk-  
ettes, Box (10), Maxell MD2-D (Back-up Accounting software);  
2 Diskettes, Box (10), Maxell MD2-HD (Back-up Hard Disk); 1 Paper,  
Computer, Carton, 1511-14 7/8 x 11, Green Bar; 2 Meeks RM21  
Densitometers, S/N: 50-24048, 1 Meeks AGFA 2200 Camera; 2 D.G.  
22" Single Line Hole Punch and Die Reels; 1 NEC Nefax System,  
BV, S/N: BV-69788; 1 NEC Grey Scale for Bit-V.

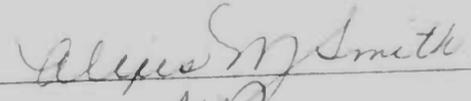
and all accessories and attachments to all of the above.

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: GRAPHICS LEASING CORPORATION

Secured Party: FLEET CREDIT CORPORATION

By: 

By: 

Title: President

Title: AVP

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 25  
Identifying File No. 70019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 420,549

If this statement is to be recorded in land records check here.

This financing statement Dated 8/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MID-ATLANTIC PRINT CORPORATION  
Address 1100 WICOMICO ST., SUITE 705 BALTIMORE, MD 21230

2. SECURED PARTY

Name GRAPHICS LEASING CORPORATION  
Address 115 North Monroe Street, Media, PA 19063  
~~XX~~

FLEET CREDIT CORPORATION 111 WESTMINSTER ST. PROVIDENCE, RI 02903 ATTN: ROOM 925  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

TW

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
All equipment as listed on Schedule "A" attached hereto and made part hereof. This equipment is owned by GRAPHICS LEASING CORPORATION and is being leased to MID-ATLANTIC CORPORATION under a true lease. This filing is a memo of the lease transaction.

Name and address of Assignee  
FLEET CREDIT CORPORATION  
111 Westminster Street  
Providence, RI 02903  
Attn: Room 925

FILED WITH: County Clerk/Anne Arundel/MD Acct. No. 1100511501 & 02

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

MID-ATLANTIC PRINT CORPORATION  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

GRAPHICS LEASING CORPORATION  
Type or Print Above Signature on Above Line

1150

~~2000~~ 50

SCHEDULE "A"

TO UCC-1 FINANCING STATEMENT

1100511501 & 02

547 26

NAME: GRAPHICS LEASING CORPORATION

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which MID-ATLANTIC PRINT CORPORATION is Debtor and GRAPHICS LEASING CORPORATION is Secured Party.

(1) Diddo Folder and (1) Diddo Perf. Unit for 11" Compu-Press,  
S/N: 420-0026

(1) NEC APC IV (S/N: 136-006314-200A), Monitor, Color ITT (S/N: 109958); Printer, Panasonic KXP-1592 (S/N: 7CMAIH32110); Manager Network, Great Plains (S/N: 20D063035787); General Ledger, Great Plains (S/N: 11D063223987); Accounts Payable, Great Plains (S/N: 13D063222887); Accounts Receivable, Great Plains (S/N: 12D063207387); Payroll, Great Plains (S/N: 17D063224887); 2 Link MC-3 Virtual Terminals (S/N: 110148 and 110159); 1 Custom Software DBase III and DBase III Lan Pak/3 Stations; 1 Printer, Panasonic KXP-10911 (S/N: 7ADALC40690); 3 Alloy PC-Slave/16N Boards with NTN Multi-User Software and Cables (S/N: S 59236, 59240 and 59279); 2 Surge Controls, Power, Noise Filter; 2 Diskettes, Box (10), Maxell MD2-D (Back-up Accounting software); 2 Diskettes, Box (10), Maxell MD2-HD (Back-up Hard Disk); 1 Paper, Computer, Carton, 1511-14 7/8 x 11, Green Bar; 2 Meeks RM21 Densitometers, S/N: 50-24048, 1 Meeks AGFA 2200 Camera; 2 D.G. 22" Single Line Hole Punch and Die Reels; 1 NEC Nefax System, BV, S/N: BV-69788; 1 NEC Grey Scale for Bit-V.

and all accessories and attachments to all of the above.

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: MID-ATLANTIC PRINT CORPORATION

Secured Party: GRAPHICS LEASING CORPORATION

By: [Signature]

By: [Signature]

Title: [Signature]

Title: [Signature]

547 MAY 27

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No  
**278520**

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>The Stiller Appliance Co. 703 Crain Hwy, S.E. Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY</p> <p><b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines, typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

TW

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

✓ John PARDESS  
(Type Name)

**THE PARADIES DISTRIBUTING CO.**

By: [Signature] (SEAL)

By: [Signature]

By: [Signature] (SEAL)

August 31 1984  
(Date Signed by Debtor)

**John J. Mulkey**  
**Vice President/Treasurer**

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11605

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory, and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) required to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and file one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

517 - 29

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.  
**278821**

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)  William F. Hausmann Inc. 1730 Bayside Beach Road Pasadena, Maryland 21122	2. SECURED PARTY  <b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

TW

DEBTOR:

SECURED PARTY:

William F. Hausmann Inc.  
(Type Name)

**THE PARADIES DISTRIBUTING CO.**

By: X Dennis Hausmann (SEAL)  
Dennis Hausmann, Pres.

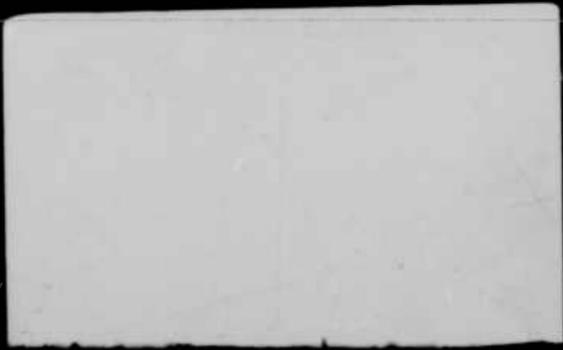
By: John J. Mulkey

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ 19 \_\_\_\_\_  
(Date Signed by Debtor)

**John J. Mulkey**  
**Vice President/Treasurer**

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11/20



1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 31  
Identifying File No. 270002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland General Assembly - Office of Legislative Data Processing  
Address Legislative Services Building, 90 State Circle, Room G-15  
Annapolis, MD 21401-1991

2. SECURED PARTY

Name Unisys Finance Corporation  
Address 1 Unisys Place, M/S 4A60

Detroit, MI ~~48233~~ 48202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of Schedule A attached hereto and made a part hereof and all accessories, additions and attachments now and hereafter attached thereto. ~~This fixing is solely for notice purposes and shall not be deemed to change the nature of the transaction to anything other than that of true lease~~ 80371-02  
Not subject to Recordation Tax as per Section 12-108(k)(4) of the Annotated Code of Maryland.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert M Edwards, Director Office of Legislative Data Processing  
(Signature of Debtor)

ROBERT M EDWARDS  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Gregg McDonald  
(Signature of Secured Party)

Gregg McDonald, Mgr. Customer Workouts  
Type or Print Above Signature on Above Line

11/50

## SCHEDULE A EQUIPMENT DESCRIPTION

547 32

Attached to Lease Schedule Number 02 under Master Equipment Lease Agreement Number 80371

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
1	22422-PRG	2200/400 2X2
1	22400-WIO	IOAC-WDC
1	22400-WDI	IOP-WDC
1	22400-WDM	WDC Module
3	22400-WDC	WDC
1	22400-LMC	Async Line Mod.
1	22400-CON	PC Console
1	22400-PWR	Power Expansion
1	AP1329	Console Printer
1	B9961-16	Parallel I/F
1	B9968-42	IBM/Epson Emul.
1	F8337-03	Printer Cable
1	3629-02	UVT-1224G Terminal
1	F5197-00	U.S. Keyboard
1	F4976-98	8490 1.25GB Exp.
1	9761-98	2200/402 SCS MX
1	6153-93	Cobol AB
1	6146-83	Mapper MX
1	6152-93	PCIOS AB
1	6135-94	Sort/Merge AB
1	6887-94	TRAM AB
1	6289-04	Sperrylink
2	9735-00	Shield
2	9736-00	Smart PC
1	9737-99	Unattended Support
1	6274-94	OSAM AB
		Refinance Ownership Security
		Agreements 75116B, 24169, 24160
		Refinance Unisys Finance Corp.
		Agreement 80371 Schedule 100

**LESSOR:**

UNISYS FINANCE CORPORATION

BY: *[Signature]*

TITLE: Customer Workouts

DATE: \_\_\_\_\_

**LESSEE:**

Maryland General Assembly

BY: *[Signature]*

TITLE: Director, Leg. Data Proc.

DATE: 9/19/84

547 33

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a BROWN'S HONDA CITY  
5804 Ritchie Highway  
Baltimore, Maryland 21225
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272840 Filed May 17, 1988  
Record Reference Liber 527 Page 30

4. The original Financing Statement described above is amended as follows:

- a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
2660 Townsgate Road, Bldg. 400  
Westlake Village, California 91361

RECORD FEE 10.00  
POSTAGE .50  
#477850 CITY R03 T10#34  
10/11/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

- b. to amend the Debtor's trade names to:

WESH, INC., t/a HONDA CITY  
and BROWN'S HONDA CITY

Dated: OCTOBER 3, 1989

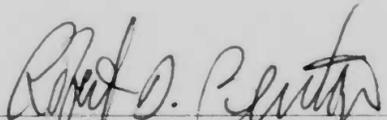
SECURED PARTY:

DEBTOR:

WESH, INC., t/a HONDA CITY  
and BROWN'S HONDA CITY

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By:

  
ROBERT D. BENTON, PRES.

By:

  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 34

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.  
t/a BROWN'S HYUNDAI CITY  
7165 North Ritchie Hwy.  
Glen Burnie, MD 21061



2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090  
Attn: Mr. Lewis R. Glassman

RECORD FEE 10.00  
POSTAGE .50  
#477850 CITT R03 T10:34  
10/11/89

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272841 Filed May 17, 1988  
Record Reference Liber 527 Page 33

H. ERLE SCHAFER  
CIRCUIT COURT

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
Building 400  
2660 Townsgate Road  
Westlake Village, California 91361

Dated: OCTOBER 3, 1989

DEBTOR:

HHS ASSOCIATES, INC., t/a  
BROWN'S HYUNDAI CITY

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By:

ROBERT D. BENTON, PRES.

By:

Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 35

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.  
t/a BROWN'S TOYOTA CITY  
7167 Ritchie Hwy.  
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272839 Filed May 17, 1988

Record Reference Liber 527 Page 27

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
2660 Townsgate Road, Bldg. 400  
Westlake Village, California 91361

b. to amend the Debtor's trade names to:

BROWN'S MARYLAND MOTORS, INC., t/a  
TOYOTA CITY and BROWN'S TOYOTA CITY

RECORD FEE 10.00  
POSTAGE .50  
H471870 C177 R03 T10:34  
10/11/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

BROWN'S MARYLAND MOTORS, INC., t/a  
TOYOTA CITY and BROWN'S TOYOTA CITY

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By: Robert D. Benton  
ROBERT D. BENTON, PRES.

By: Tali Peterson  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 36

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WILLIAM E. SCHUILING  
c/o Mid-Atlantic Cars, Inc.  
10287 Lee Highway  
Fairfax, Virginia 22030

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090  
Attn: Mr. Lewis R. Glassman

RECORD FEE 10.00  
POSTAGE .50  
#471880 077 103 110:35  
10/11/89  
H. ERIC SCHAFER  
CL. CIRCUIT COURT

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT: CO. CIRCUIT COURT

File No. 272280 Filed March 31, 1988

Record Reference Liber 525 Page 121

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
Building 400  
2660 Townsgate Road  
Westlake Village, California 91361

Dated: OCTOBER 3, 1989

DEBTOR:

WILLIAM E. SCHUILING

By:

Robert D. Benton  
Robert D. Benton  
Attorney in fact for  
William E. Schuiling pursuant to a  
Power of Attorney executed July 17, 1985

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By:

Tali Peterson  
Tali Peterson  
Business Center Director

RETURN TO: Weinberg and Green (SJM), 100 S. Charles St., Baltimore, MD 21201

517 37

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY  
5804 Ritchie Highway  
Baltimore, Maryland 21225

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267277 Filed May 6, 1987

Record Reference Liber 511 Page 574

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
2660 Townsgate Road, Bldg. 400  
Westlake Village, California 91361

RECORD FEE 10.00  
POSTAGE .50  
447090 CITY ROS 110435  
10/11/89

TW

b. to amend the Debtor's trade names to:

WESH, INC., t/a HONDA CITY  
and BROWN'S HONDA CITY

H. FRLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

WESH, INC., t/a HONDA CITY  
and BROWN'S HONDA CITY

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By:

Robert D. Benton  
ROBERT D. BENTON, PRES.

By:

Tali Petersons  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 38

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.  
t/a BROWN'S HYUNDAI CITY  
7165 North Ritchie Hwy.  
Glen Burnie, MD 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090  
Attn: Mr. Lewis R. Glassman

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267376 Filed May 6, 1987  
Record Reference Liber 511 Page 573

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
Building 400  
2660 Townsgate Road  
Westlake Village, California 91361

RECORD FEE 10.00  
POSTAGE .50  
BATTING OFF R03 110-35  
10/11/89  
H. ERIC SCHAFER  
AA CO. CIRCUIT COURT

Dated: OCTOBER 3, 1989

DEBTOR:

HHS ASSOCIATES, INC., t/a  
BROWN'S HYUNDAI CITY

By: Robert D. Benton  
ROBERT D. BENTON, PRES.

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By: Tali Petersons  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 39

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.  
t/a BROWN'S HYUNDAI CITY  
7165 North Ritchie Hwy.  
Glen Burnie, MD 21061
2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090  
Attn: Mr. Lewis R. Glassman



RECORD FEE 10.00  
POSTAGE .50  
HATTISIO CITY MD 210436  
10/11/89

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267570 Filed May 12, 1987 H. ORLE HANAWER  
CIRCUIT COURT

Record Reference Liber 512 Page 147

4. The original Financing Statement described above is amended to change the name and address of the Secured Party, as follows:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
Building 400  
2660 Townsgate Road  
Westlake Village, California 91361

Dated: OCTOBER 3, 1989

DEBTOR:

HHS ASSOCIATES, INC., t/a  
BROWN'S HYUNDAI CITY

By:

Robert D. Benton  
ROBERT D. BENTON, PRES.

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By:

Tali Petersons  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 40

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.  
t/a BROWN'S TOYOTA CITY  
7167 Ritchie Hwy.  
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267375 Filed May 6, 1987

Record Reference Liber 511 Page 572

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
2660 Townsgate Road, Bldg. 400  
Westlake Village, California 91361

RECORD FEE 10.00  
POSTAGE .50  
547720 CITY ROS 110436  
10/11/89  
H. ERIC SCHAFER  
JAN CO. CIRCUIT COURT



b. to amend the Debtor's trade names to:

BROWN'S MARYLAND MOTORS, INC., t/a  
TOYOTA CITY and BROWN'S TOYOTA CITY

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

BROWN'S MARYLAND MOTORS, INC., t/a  
TOYOTA CITY and BROWN'S TOYOTA CITY

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By: Robert D. Benton  
ROBERT D. BENTON, PRES.

By: Tali Petersons  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 PAGE 41

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.  
t/a BROWN'S TOYOTA CITY  
7167 Ritchie Hwy.  
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION  
901 Elkridge Landing  
Suite 200  
Linthicum, Maryland 21090

3. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267643 Filed May 18, 1988

Record Reference Liber 512 Page 294

4. The original Financing Statement described above is amended as follows:

a. to amend the Secured Party's name and address to:

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.  
2660 Townsgate Road, Bldg. 400  
Westlake Village, California 91361

RECORD FEE 10.00  
POSTAGE .50  
BATTLED CITY REC 7/11/88  
10/11/89

b. to amend the Debtor's trade names to:

BROWN'S MARYLAND MOTORS, INC., t/a  
TOYOTA CITY and BROWN'S TOYOTA CITY

H. ERNE SCHAFER  
AN SO. CIRCUIT COURT

Dated: OCTOBER 3, 1989

SECURED PARTY:

DEBTOR:

BROWN'S MARYLAND MOTORS, INC., t/a  
TOYOTA CITY and BROWN'S TOYOTA CITY

SECURITY PACIFIC AUTOMOTIVE  
FINANCIAL SERVICES CORP.,  
successor in interest by merger  
to CENTURY CREDIT CORPORATION

By: Robert D. Benton  
ROBERT D. BENTON, PRES.

By: Tali Petersons  
Tali Petersons  
Business Center Director

RETURN TO: Weinberg and Green (SJN), 100 S. Charles St., Baltimore, MD 21201

547 42

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270886

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD 15.00  
POSTAGE .50  
0777 NUS 10:437  
10/17/89  
H. EARL SCHAFER  
CLERK OF CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
 secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 7/17/88, Schedule 02, dated 9/19/89 between Assignor as Lessor and LEASE ACCOUNT #070886 as Lessee. Assignor has granted Security Interest in the following equipment leased to Lessee to Assignee per a Non-course Assignment of Rents dated 9/25/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*Not subject to recordation tax*

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TransFinancial Leasing Corp.  
*Frank J. Sarro*  
(Signature of Debtor)

Frank J. Sarro, III  
Type or Print Above Signature on Above Line  
President  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

*M. Adams*  
(Signature of Secured Party)

M. R. Adams VP  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

11/3

3

L & G LITHOGRAPHICS, INC.

Schedule 02

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Acer 5200 File Server-386/20 MHz 386 Processor/2 MByte RAM/PM/(Novell) S/N A520001937 MWH Advanced Netware-286 ELS II operating system/80 MBytes (formatted) disk space/60 MByte Tape Back-up
(1) One	450W Uninterruptible Power Supply (UPS) S/N P89063335
(1) One	2400 Baud Modem/Support Software S/N 638180
(1) One	Toshiba 3200 Laptop Computer/286 12 Mhz Processor/40 Mbyte Hard Disk/720 Kbyte 3 1/2" Diskette Drive/Gas Plasma Display/NetWork Interface Card/Carrying Case S/N 07936353MWR
(1) One	Toshiba Express Writer 311 Printer/24 pin dot matrix/80 column/180 cps/Carrying Case S/N 12663MWR
(7) Seven	Acer 5280 NetWorkStation Computer/12 Mhz 80286 CPU/640 Kbyte RAM/101 enhanced keyboard/NetWork interface card S/N's A528006573MWH, A528002720MWH, A528003639MWH, A528001693MWH, A528005839MWH, A528003602MWH, A528008563MWH 14" White Monochrome Monitor's S/N's M610004233MWH, M610004428MWH, M610004295MWH, M610004237MWH, M610004232MWH, M610005414MWH, M610004051MWH, M610005715MWH
(3) Three	Okidata 320 Printer/9 pin/300 cps/80 column S/N's 906C01723423MA, 906C01721746MA, 906C01723434MA RealWorld Accounting Software: #GL0089006102, #AP0089003870, #AR0089004325 Parsec Estimating & Management Software - Full System 5.2 MicroSoft Works, Computerized Pricing Systems.
(1) One	Douthitt Overhead plateburner 40X50 w/olec AL-53, dual filter, curtain, cabinet S/N 57400

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: President

Societe Generale Financial Corporation

BY: [Signature]

TITLE: Vice President

STATE OF MARYLAND

547 44

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 233168

RECORDED IN LIBER 426 FOLIO 494 ON 06/26/80 (DATE)

1. DEBTOR

Name MR. TIRE, INC.

Address 7223 Ambassador Road Baltimore, Maryland 21207

2. SECURED PARTY

Name MICHELIN TIRE CORPORATION

Address 1 Marcus Avenue, Lake Success, NY 11042

HOGAN & HARTSON 111 S. Calvert St. Baltimore, MD 21202 (WJV) E

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1. All property of Debtor which is not (a) inventory manufactured or distributed by Secured Party, (b) inventory bearing the brand name or trademark of Secured Party (or any other brand name or trademark owned or used by Secured Party), or (c) inventory sold to Debtor by Secured Party.

2. All proceeds of Debtor's inventory including, without limitation, accounts receivable, chattel paper, notes, instruments, documents and general intangibles.

Nothing herein is intended to create any security interest or other right of Secured Party in any property of Debtor not described in the referenced financing statement.

MICHELIN TIRE CORPORATION

Dated August 30, 1989

By: J. Pat King  
(Signature of Secured/Party)

Type or Print Above Name on Above Line

RETURN TO:  
Hogan & Hartson  
111 S. Calvert Street  
Baltimore, MD 21202

156

STATE OF MARYLAND

547 45

Anne Arundel County, Maryland

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228863

RECORDED IN LIBER 417 FOLIO 260 ON 10/18/79 (DATE)

1. DEBTOR

Name MR. TIRE, INC.

Address 7223 Ambassador Road, Baltimore, Maryland 21207

2. SECURED PARTY

Name SEMPERIT OF AMERICA, INC.

Address 156 Ludlow Avenue, Northvale, New Jersey 07647

HOGAN & HARTSON 111 South Calvert Street, Baltimore, Maryland 21202 (WJV)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>XXXX</u> (Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECEIVED FEE 10.00  
POSTAGE .20  
BALTIMORE CITY 103 110440  
10/18/79  
H. TYLE SCHAFER  
AA CO. CIRCUIT COURT

RETURN TO:  
Hogan & Hartson  
111 S. Calvert Street  
Baltimore, MD 21202

SEMPERIT OF AMERICA, INC.

Dated 9/1/79

A. Rossi  
(Signature of Secured Party)

A. Rossi  
Type or Print Above Name on Above Line

517 46

270021

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1481

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Park-N-Go
Address 790 Camp Meade Road Linthicum, MD 21090

2. SECURED PARTY

Name COMM-LEASE, Inc.
Address 9494 Deereco Road Timonium, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Table with 4 columns: QUANTITY, MAKE / MANUFACTURER-DESCRIPTION, MODEL NO., SERIAL NO.
Row 1: 1, General Electric, TMX 8310, 7704949

RECORD FEE
POSTAGE
SEARCH FEE
10/21/89

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Dan Giroux

Type or Print Above Name on Above Line: DAN GIRoux

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Vickie E. Borders

Type or Print Above Signature on Above Line: VICKIE E. BORDERS SEC.

"not subject to recordation tax-seller is secured party-section #12-108K4"

1150

FINANCING STATEMENT

FORM UCC-1 547 THE 47 Identifying File No. 270925

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9-11-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Shipley, Ira dba Judy's Printing Service, Inc. dba Kwik Kopy Printing

Address 6714 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name SAFECO Credit Company, Inc.

Address SAFECO Plaza, U-3, Seattle, WA 98185

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT DESCRIPTION:  
One (1) Rollem Mini 4 Numbering Machine

Name and address of Assignee

RECEIVED  
POSTAGE  
#-10150 CITY HOS 10/10/89  
10/11/89  
W. LYLE SCHAFER  
AS DEPUTY CLERK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Shipley, Ira dba Judy's Printing Service, Inc. dba Kwik Kopy Printing

Type or Print Above Name on Above Line

X Ira A. Shipley  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Cathy A. Cornell  
(Signature of Secured Party)

(Signature of Secured Party)

SAFECO Credit Company, Inc.

Type or Print Above Signature on Above Line

135.50

517 48

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 250788 recorded in Liber 470 Folio 262 on 2/7/84 at Anne Arundel County

1 DEBTOR(S) Charles M. Hays, III and Cynthia L. Hays T/A Gospel Book Store ADDRESS(ES): 7458 Baltimore-Annapolis Boulevard, Glen Burnie, MD 21061 14 Aquahart Road, Glen Burnie, Maryland 21061 2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION Lynn Amos ADDRESS: MAILSTOP 500-270 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

- Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.) 3. CONTINUATION. The original Financing Statement referred to above is still effective. 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. 6. X AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. X Not subject to Recordation Tax. b. Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_. 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below. 8. Debtors has changed name to: Hays Enterprises, Inc. Debtors have changed address to: 337 Hospital Drive, Suite A 2 Glen Burnie, Maryland 21061

1055

DEBTOR(S) Hays Enterprises, Inc. BY: Charles M. Hays, President (SEAL)

SECURED PARTY: Maryland National Bank BY: Beth A. Sherwood (SEAL) Beth A. Sherwood, Commercial Banking Officer

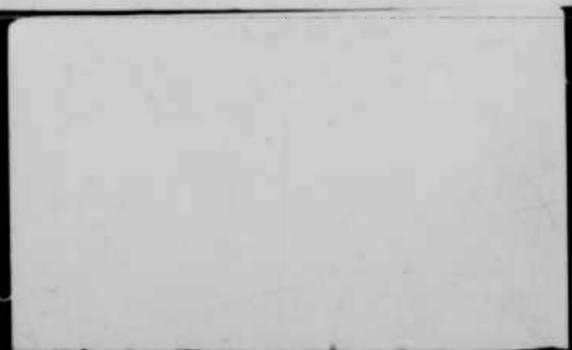
307-126 REV. 4-86

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail To: Maryland National Bank Attn: AARU 1713 West Street Annapolis, Maryland 21403

MARYLAND NATIONAL BANK



547 ME 49

278926

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_  
Berne, Edelstein and Llewellyn, P.A. 1667 Crofton Centre  
Crofton, Maryland 21114

6. Secured Party Maryland National Bank Address Department: CLDRU  
Attention: Kathy Tefft Post Office Box 987, Mailstop 509277  
Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

See attached Schedule A

Debtor: Berne, Edelstein and Llewellyn, P.A. Secured Party Maryland National Bank  
 By: [Signature] (Seal) By: [Signature] (Seal)  
 Type name and title, if any: Alan M. Berne, D.D.S., President Karen D. Weaver, Asst. Vice President  
 By: \_\_\_\_\_ (Seal) Type name and title: \_\_\_\_\_

11-3505

**MARYLAND NATIONAL BANK**  
(Secured Party or Beneficiary)

547 MAR 50

**SCHEDULE A**

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

dated       N/A      , 19       , and executed by       Berne, Edelstein        
      and Llewellyn, P.A.      

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):			Qty
Mfg	Description		
ADEC	2070 EXCELLENCE UNITS W ADD'L 3 WAY SYRINGE		2
ADEC	PRIORITY CHAIRS W STANDARD UPHOLSTERY		2
ADEC	UNIT MOUNT EXCELLENCE LIGHT		2
MIDWEST	INSIGHT II FIBRE OPTIC SYSTEMS		2
ADEC	2040 DECADE UNIT FOR 2 HPCS W ONE 3 WAY SYRINGE		1
ROYAL	16 CHAIR W AUTO RETURN AND NON-ARTIC. H/R (NO PRE-POSITION)		1
YOSHIDA	X 70 PERIAPICAL X RAY		1
ADEC	PREFERENCE II CENTRAL CONSOLE		1
ADEC	PREFERENCE II 12 O'CLOCK CONSOLE(34")		2
STAR	TITAN II LOW SPEED HPC WITH STR NOSE CONE, CA DRIVE WITH L/T HEAD		1
ADEC	DRS AND ASSIST PRIORITY STOOLS		1
ADEC	AMALGAMATOR		1

GRANTOR/DEBTOR

By: \_\_\_\_\_ (SEAL)      By: \_\_\_\_\_ (SEAL)  
Name:       Alan M. Berne, D.D.S.            Name: \_\_\_\_\_  
Title:       President            Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

547 ME 51

278827

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

The Driggs Corp.  
8700 Ashwood Drive  
Capitol Heights MD 20743  
MACHINE LOCATED IN MILLERSVILLE MD

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co Inc  
P.O. Box 9595  
Baltimore MD 21237  
M-35378

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

TW  
RECORD FEE 15.00  
POSTAGE 1.00  
RECORD STATE AND COUNTY 1.00  
TOTAL 17.00  
MD STATE SERVICE  
400 W. CALVERT STREET

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Tractor Model D5H S/N: 8RC01617

SOLD FROM INVENTORY  
NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

The Driggs Corp.

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

MD  
Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

11/5

547 RE 52

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE (If Any) 03SEP86  
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name, First and ADDRESS(ES))  
STEWART PRESTON  
50 HILLS RD  
SEVERNA PK MD 21146  
575229158 AD

2. SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

4. This statement refers to original Financing Statement bearing File No. 3K 502 PG 201 263546  
Filed with ANNE ARUNDEL MD Date Filed 03SEP86

- 5.  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.   
  
Number of Additional Sheets Presented 02 OCT 89

TO  
CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 6 is applicable)

By *D. J. Walters* Director, Installment Finance For  
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

1050

547 ME 53

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE  
(If Any) 29 APR 86

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
HOFFMAN ROBERT W  
165 FIDDLERS HILL RD  
EDGEWATER MD 21037  
060303069 AA

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 497-400-261603

Filed with ANNE ARUNDEL MD

Date Filed 29 APR 86

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECEIVED  
APR 29 1986  
CLERK OF CIRCUIT COURT  
ANNE ARUNDEL COUNTY  
ANNAPOLIS, MD

10  
Number of Additional Sheets Presented 02 OCT 89

TO: CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

JOHN DEERE COMPANY

By  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *D. D. Walters* Director, Installment Finance - For  
Signature(s) of Secured Party(ies)

JOHN DEERE INDUSTRIAL  
EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FDM UCC 3

40.3-

517 - 51

275023

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>JAMES MATHEW RITTER 300 Queen ANNE RD GLEN BURNIE, MD 21061</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>JACOBS FORD TRUCK SALES 8300 Ardwick-Ardmore RD Landover, MD 20785</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p><i>(TW)</i></p>
<p>4 This financing statement covers the following types (or items) of property</p> <p>(1) 1985 Ford LTL9000, VIN 1FDYA90W5FVA07073 with 14' R &amp; S Dump Body (STEEL). <i>85030499</i></p> <p>"Document not subject to recordation tax-conditional sales contract signed by Debtor."</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Associates Commercial Co. Corporation PO Box A College Park MD 20740</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented

Filed with: Anne Arundel County

James Mathew Ritter \_\_\_\_\_ Jacobs Fd Trk Sales Inc. \_\_\_\_\_  
 By: *(Signature)* \_\_\_\_\_ By: \_\_\_\_\_  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

FD-346 Rev. 12-80

FILING OFFICER COPY - ALPHABETICAL

*115*

547 ME 55

278829

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Norman T. Cully Excavation  
Construction, Inc.  
140 Bestgate Road  
Annapolis, Maryland  
21401

2 Secured Party(ies) and Address(es)

Baltimore Mack Trucks, Inc.  
610 Nursery Road  
Linthicum, Maryland  
21090

For Filing Officer (Date, Time, Number, and Filing Office)



4 This financing statement covers the following types (or items) of property  
1989 Mack Truck Serial# 1M2P180COKW004842

With Snyder Dump Body# 14529

"Document not subject to recordation tax-conditional sales contract signed  
by Debtor."

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp.  
P.O. Box A  
College Park, Maryland  
20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if sold  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

1351 700

Check  if covered  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented

Filed with: *Wane Marshall*

Baltimore Mack Trucks, Inc.

By

*James D. V.P.*  
Signature(s) of Debtor(s)

Secured Party

Norman T. Cully Excavation Construction, Inc.

By

*Norman T. Cully*  
Signature(s) of Secured Party(ies)

503459 Rev. 12-80

FILING OFFICER COPY--ALPHABETICAL

547 56

278830

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Darryl N. Hudson 7843 Kings Bench Place Pasadena, MD 21122</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>HARBOR TRUCK SALES AND SERVICE, INC. 2723 Annapolis Road Baltimore, Md., 21230</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property</p> <p>1989 Freightliner FLC12064 Serial #1FVN2WY96KH364681 with R/S Steel 14 1/2' Dump Body Serial #89030541</p> <p>Document not subject to recordation tax-conditional sales contract signed by Debtor.</p> <p>I hereby certify that the filing fee as required by the Motor Vehicle Adminis. for the security interest in the above Motor Vehicle has been paid.</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Associates Commercial Corp. 1801 McCormick Dr., Suite 200 Landover, MD 20785</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented

Filed with: Anne Arundel County

Darryl N. Hudson

By: Darryl N. Hudson Signature(s) of Debtor(s)

HARBOR TRUCK SALES AND SERVICE, INC.

By: [Signature] Signature(s) of Secured Party(ies) President

11/20 1356-716

203469 Rev. 12-80

FILING OFFICER COPY - ALPHABETICAL

547 57

278831

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and Address(es)

GUNTHER'S LEASING TRANSPORT INC  
8350 CAPEL DRIVE  
PASADENA, MARYLAND 21122

2 Secured Party(ies) and Address(es)

WARNER FRUEHAUF TRAILER CO.,  
INC.  
1415 BUSH STREET  
BALTIMORE, MARYLAND 21230

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

Document not subject to recordation tax-conditional sales contract signed by Debtor.  
SEE ATTACHED SCHEDULE A HERETO AND MADE A PART HEREOF  
I hereby certify that the filing fee as required by the motor Vehicles Adminis  
for the security interest in the above Motor Vehicle has been paid.

5 Assignee(s) of Secured Party and Address(es)

ASSOCIATES COMMERCIAL CORP.  
P O BOX A  
COLLEGE PARK, MD 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

1117578

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented

Filed with: ANNE ARUNDEL COUNTY

GUNTHER'S LEASING TRANSPORT INC.

WARNER FRUEHAUF TRAILER CO., INC.

By:

*[Signature]*  
Signature(s) of Debtor(s)

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

503459 Rev 12 80

Filing Officer Copy-Alphabetical

117

SCHEDULE A

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Attached to and made a part of a(n)

(Name of document, such as Security Agreement)

dated SEPTEMBER 29, 1989

between GIBBER'S LEASING TRANSPORT, INC.

and WARNER FRIEHAUF TRAILER CO., INC.

(Describe property fully, including year if appropriate, make, model, kind of unit, serial number, and any other pertinent information.)

20 - 1989 FRIEHAUF VAN TRAILERS MODEL FB9-F2-4RW SERIAL #'S:

- |                  |                  |                  |
|------------------|------------------|------------------|
| HDV04R21H005101  | HDV04R29LH005102 | HDV04R20LH005103 |
| HDV04R22LH005104 | HDV04R24LH005105 | HDV04R26LH005106 |
| HDV04R23LH005107 | HDV04R28LH005108 | HDV04R21H005109  |
| HDV04R28LH005110 | HDV04R20LH006901 | HDV04R22LH006902 |
| HDV04R24LH006903 | HDV04R26LH006904 | HDV04R28LH006905 |
| HDV04R28LH006906 | HDV04R21H006907  | HDV04R23LH006908 |
| HDV04R25LH006909 | HDV04R21H006910  |                  |

7 - RETRACT-A ROLL SYSTEM 42'0", 6 LADE 4" PITCH WITH PART NUMBER 47005-24

2 - 1981 HILTIY TRAILERS 45' X 11'6" SERIAL NUMBER H1V5245400829929 AND H1V5245900855507 WITH SHWD TO THERIO ETC

Customer's signature:

*[Handwritten Signature]*

RECORD  
4+2

547 59

278832

FINANCING STATEMENT

1. X To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. \_\_\_\_\_ Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of Four Hundred Fifty-Eight Thousand Dollars (\$458,000.00) in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)

Thomas W. Redmond, Sr. 8224 Baltimore-Annapolis Blvd.  
Pasadena, Maryland 21122

6. Secured Party Address

The Annapolis Banking and Trust Company 18 Church Circle  
Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated October 6, 1989 from Debtor(s) to William A. Busik and Randall M. Robey, Trustees (the "Purchase Money Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

LAW OFFICES  
MANIS  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263 8855

2500  
AB004.87

located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

*Thomas W. Redmond, Sr.* (SEAL)  
THOMAS W. REDMOND, SR.

By: *William A. Busik* (SEAL)  
WILLIAM A. BUSIK, Vice President

Mr. Clerk: Please return to:

William H. Buck  
P.O. Box 1911  
Annapolis, Maryland 21404

EXHIBIT "A"

PARCEL NO. 1: BEGINNING for the same on the North side of Old Annapolis Boulevard at the intersection of Lots Numbers 47 and 48 as shown on the Plat of Addition to Waterford Heights, and running with the division line between lots numbers 47 and 48, N 49 degrees 23 minutes East 931.79 feet to the south line of Lot Number 44, thence with the South lines of Lot Number 44, North 74 degrees 21 minutes West 270.55 to the center of Lot Number 46, thence with the center of Lot Number 46, S 49 degrees 23 minutes West 781.46 feet, more or less, to the North side of Annapolis Boulevard, thence with the North side of said Boulevard S 49 degrees 37 minutes East 225 feet to the place of beginning. The same being Lot Number 47 and the Southeast half of Lot Number 46 on the plat aforesaid recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 45. The improvements thereon being known as 8242 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4379, folio 223. (Parcel 943)

PARCEL NO. 2: BEGINNING for the same at a point where the northeasterly line of Old Annapolis Blvd. 40 feet wide, as intersected between the division line between Lots 37 and 45 as shown on the plat of "Addition to Waterford Heights", filed among the Plat Records of Anne Arundel County in Plat Book 17, page 45; thence along said division line North 21 degrees 22 minutes East 527.63 feet; thence running along the portion of the division line between Lots 44 and 45 South 74 degrees 21 minutes East 424.28 feet; thence leaving said division line and running reversely along the sixth line of the land conveyed to Anna M. Kaminski and reversely along the second line of the land described in the deed from George J. Miedel and Geneva M. Miedel, his wife, to Herman M. Cannon and Adelle H. Cannon, his wife, dated February 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 902, folio 77, and continuing said course South 49 degrees 23 minutes West 701.48 feet to the northeasterly line of said Old Annapolis Blvd.; thence running along said line of said Boulevard North 40 degrees 37 minutes West 105 feet to the place of beginning. CONTAINING 3.402 acres of land, more or less, according to a survey made by Ralph G. Snyder, Land Surveyor, dated April 13, 1962. SAVING AND EXCEPTING HOWEVER, all that land conveyed to Maryland State Roads Commission, by deed dated April 3, 1969 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2399, folio 481. The improvements thereon being known as 8224 and 8226 Baltimore Annapolis Boulevard.

BEING the same lot of ground conveyed to Thomas W. Redmond by deed dated February 13, 1981 and recorded among the Land Records of Anne Arundel County in Liber WGL 3396, folio 330. (Parcel 1014)

PARCEL NO. 3: BEGINNING for the same on the northeast side of Annapolis Boulevard, 40 feet wide, at the division line between Lot No. 36 and Lot No. 37, as laid out in a plat of "Addition to Waterford Heights", recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-2, Plat No. 14, now Plat Book 17, folio 45, said point being at the end of the third line of the land described in a deed from George B. Woelfel and wife and Elizabeth Foxwell and husband to Joseph Wilk and wife, dated June 19, 1944 and recorded among the Land Records in Liber JHH No. 308, folio 315, etc. and running thence binding on the northeast side of Annapolis Boulevard, North 40 degrees 37 minutes West 75 feet; thence running for lines of division now made, North 26 degrees 00 minutes 30 seconds East 265 feet and South 69 degrees 25 minutes East 35 feet to a point in the

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P.O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

517 82

third line of the land described in said Deed; said third line being the division line between Lot Nos. 36 and 37 as laid out on said plat; and thence running with and binding on part of said third line, South 19 degrees 30 minutes West 300 feet to the place of beginning. CONTAINING 0.33 acres of land, more or less. BEING part of Lot No. 36 as laid out on the plat of "Addition of Waterford Heights" hereinbefore referred to. SAVING AND EXCEPTING THEREFROM that portion of the property contained in a Deed from Donald C. Eaton, et al dated February 21, 1970 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2335, folio 48, which was granted and conveyed unto the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns. The improvements thereon being known as 8214 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr. dated May 7, 1987 and recorded as aforesaid in Liber No. 4379, folio 226. (Parcel 938)

PARCEL NO. 4: BEGINNING for the same at a point in the southernmost right of way line and right of way line of through highway of reloc. Maryland Route 177 leading from Governor Ritchie Highway to Old Mill Road, said point of beginning being the intersection of the aforesaid Southernmost right of way line and right of way line of through highway and the line of division between the property which by deed dated September 12, 1967 and recorded among the Land Records of Anne Arundel County in Liber MSH 2202, folio 390, was conveyed by Jessie G. Conner and J. Pauline, wife, to Donald C. Eaton and Eva G., wife, and the property which by deed dated April 25, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1650, folio 393, was conveyed by Leona M. George, widow, to Jessie Melvin Cole, unmarried, said point of beginning being situated 66 feet measured radically to the right of station 264 +15 more or less, of the base line of right of way of reloc. Maryland Route 177, as said base line of right of way is delineated on the State Highway Administration State Roads Commission's plat numbered 41435, running thence and binding along the aforesaid line of division in a southwesterly direction 175 feet, more or less, to intersect the northeasternmost limits and in a northwesterly direction 123 feet, more or less, thence in a northeasterly direction 35 feet, more or less, thence in a northwesterly direction 74 feet more or less to intersect the aforesaid southernmost right of way line and right of way through highway of reloc. Maryland Route 177, running thence and binding thereon in an easterly direction 176 feet, more or less to the place of beginning. The improvements thereon being known as 8212 Baltimore Annapolis Boulevard.

The above-described parcel of land being subject to the Denial of Access Provision of the State Highway Administration - State Roads Commission of Maryland as indicated on the State Highway Administration - State Roads Commission's plat numbered 41435.

BEING the same property acquired by Thomas W. Redmond, Sr., by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber No. 4379, folio 220. (Parcel 273)

PARCEL NO. 5: BEING KNOWN AND DESIGNATED as Lot Number 37, as shown on a Plat entitled "Plat of Addition to Waterford Heights", made by Howard C. Sutton, Surveyor and Civil Engineer, dated February 20, 1942 and recorded among the Plat Records of Anne Arundel County in Plat Book 17, page 45.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the above-described property which was conveyed to Anna Jones, widow, by deed dated December 17, 1956 and recorded among the Land Records of Anne

Arundel County in Liber 1147, folio 203, and by deed dated October 10, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2226, folio 145 to the State of Maryland to the use of the State Roads Commission of Maryland. The improvements thereon being known as 8222 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr., by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4379, folio 229. (Parcel 936)

PARCEL NO. 6: BEGINNING for the same on the Northeast side of the Annapolis Boulevard, as laid out 40 feet wide, at a point distant South 40 degrees 37 minutes East 105.00 feet from the division line between Lot 37 and Lot 45, as shown on the plat of "Addition to Waterford Heights", filed among the Land Records of Anne Arundel County in Plat Book 17, folio 45; and running thence with the Northeast side of the said Boulevard South 40 degrees 37 minutes East 100.00 feet, thence leaving said Boulevard and running with the Northwest side of a 20 foot right-of-way heretofore laid out, parallel to and distant 55.0 feet Southeasterly from the division line between Lot 45 and Lot 46, North 49 degrees 23 minutes East 336.49 feet; thence leaving said right-of-way and running North 40 degrees 37 minutes West 100.00 feet; running parallel to and distant 45.0 feet Northwesterly from the aforesaid division line between Lot 45 and Lot 46, South 49 degrees 23 minutes West 336.49 feet to the point of beginning. Being a part of Lots 45 and 46, as shown on the aforementioned plat of "Addition to Waterford Heights". The improvements thereon being known as 8232 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr., by deed dated July 8, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4407, folio 57. (Parcel 1013)

PARCEL NO. 7: BEGINNING for the first thereof at a point in the division line between lots 45 and 46, as shown on the plat of "Addition to Waterford Heights", filed among the Land Records of Anne Arundel County in Plat Liber 17, folio 45, said point being located North forty-nine degrees twenty-three minutes East four hundred thirty-six and forty-nine one-hundredths feet (N. 49 degrees 23' E. 436.49') from the Northeasterly line of Old Annapolis Boulevard (40' wide); thence from said beginning point running for a division line through Lot 45 the following three courses and distances, to wit: (1) North forty degrees thirty-seven minutes West forty-five feet (N. 40 degrees 37' W. 45') (2) North forty-nine degrees twenty-three minutes East fifty feet (N. 49 degrees 23' E. 50') to a pipe, and (3) South forty degrees thirty-seven minutes East forty-five feet (S. 40 degrees 37' E. 45') to a point in the above mentioned division line between Lots 45 and 46; thence running for a division line through Lot 46 the following three courses and distances, to wit: (1) South forty degrees thirty-seven minutes East fifty-five feet (S. 40 degrees 37' E. 55') to a pipe, (2) South forty-nine degrees twenty-three minutes West fifty feet (S. 49 degrees 23' W. 50') and (3) North forty degrees thirty-seven minutes West fifty-five feet (N. 40 degrees 37' W. 55') to the place of beginning. Containing five thousand square feet, more or less (5,000 sq. ft.).

BEGINNING for the second thereof at the point at the Northeasterly end of the division line between Lots 45 and 46, as shown on the plat "Addition to Waterford Heights" filed among the Land Records of Anne Arundel County in Plat Liber 17, folio 45; thence from said beginning point running along a portion of the northeasterly line of Lot 46, being also along a portion of the southwesterly line of Lot 44, S. 74 degrees - 21' E. 90.16' to a pipe now set; thence leaving said lines

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WILKINSON SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS MD 21404  
(301) 263 8855

of Lots 46 and 44 and running parallel to and 75' from, when measured at right angles thereto, the division line between Lots 45 and 46 S. 49 degrees - 23' W. 295.05' to a pipe now set; thence running N. 40 degrees - 37' W. 20.00' across a 20' right-of-way, with the use thereof in common with others, to a pipe previously set at the end of the fourth line of the land described in the deed from George E. Harriss, Jr., and Ida C. Harriss, to Anna M. Kaminski and Margaret C. Hupfer, her mother, dated May 8, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1294, folio 303, thence running along the fourth line of the last above mentioned deed, reversely, N. 40 degrees 37' W. 55.00' to a point in the division line between Lots 45 and 46; thence running along the third line of the last above mentioned deed N. 40 degrees 37' W. 45.00' to a pipe previously set at the end of the second line of the last above mentioned deed; thence leaving said third line and running N. 49 degrees 23' E. 214.92' to a pipe now set in the northeasterly line of Lot 45; thence running along a portion of the northeasterly line of Lot 45, being also along a portion of the southwesterly line of Lot 44, S. 74 degrees 21' E. 54.11' to the place of beginning. Containing 0.702 acre of land, more or less.

TOGETHER with the right to use, in common with others, a 20' right of way lying northeasterly of and immediately adjacent to the third line of the first parcel of land described in the deed from Albert A. Avon and Helen Avon, his wife, to George J. Miedel and Geneva M. Miedel, his wife, dated August 5, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, folio 402, said right of way extending from the Old Annapolis Boulevard to the southernmost corner of the above described parcel; SAVING AND EXCEPTING from the aforementioned properties all that lot of ground described in the Deed dated July 30, 1969, from the Grantors herein to the State Roads Commission of Maryland, said Deed being recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2295, folio 600, and all as set forth on Plat No. 35, 933 of the State Roads Commission of Maryland. The improvements thereon being known as 8228 Baltimore Annapolis Boulevard. (Parcel 942)

BEING the same property acquired by Thomas Wither Redmond, Sr. by deed dated April, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4314, folio 688.

PARCEL NO. 8: BEING Lots 7, 8, 9, 10, 11 and 12, Block B, as shown on a Plat prepared by J. Carson Boush, Surveyor, recorded among the Plat Records of Anne Arundel County in Liber WNW No. 71, folio 437.

SAVING AND EXCEPTING THEREFROM that portion of the herein described property which by Deed dated April 14, 1988, was granted and conveyed unto the State Highway Administration of the Department of Transportation by Peggy R. DeBaugh, said Deed being recorded among the Land Records of Anne Arundel County in Liber 4657, folio 124, the transferred property being more particularly described therein. The improvements thereon being known as 8209 (8211) Baltimore Annapolis Boulevard. (Parcel 909)

BEING the same property acquired by the within Grantor by deed of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



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WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263 8855

547 MAR 65

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270033

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated October 6, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard E. Polm  
Address 303 Najoles Road, Suite 105, Millersville, Maryland 21108

2. SECURED PARTY

Name First American Bank of Maryland  
Address 8401 Colesville Road, Silver Spring, Maryland 20910  
Attention: Carolyn W. Hall  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A.

RECORD FEE 17.00  
MORTGAGE .30  
ANNE ARUNDEL COUNTY CLERK  
10/11/89

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

M. ERLE SCHAFER  
ANNE ARUNDEL COUNTY CLERK

See Schedule I.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Richard E. Polm  
(Signature of Debtor)

RICHARD E. POLM  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Warren Sandberg  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

THIS TRANSACTION IS SUBJECT TO A RECORDATION TAX. RECORDATION TAX ON THE AMOUNT OF \$3,800,000.00 HAS BEEN PAID TO THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND UPON THE RECORDATION OF A DEED OF TRUST.

17.00

547 66

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now has or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.
2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.
3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").
4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").
5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation

or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of October 10, 1989 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.

547 68

PROPERTY DESCRIPTION

All that certain land and property situate in Anne Arundel County, Maryland and more particularly described as follows:

**BEGINNING** for the same at an iron pipe now set on the westernmost right of way line of General's Highway (Maryland Route 178) as relocated and shown on the State Roads Commission of Maryland Plat 16652 and said beginning point being in the first or S 62° 25' W 1373.5' line of the conveyance by Solomon Laden and Sarah Laden, his wife, to Edward A. Holmes and Josephine G. S. Holmes, his wife, by Deed dated June 26, 1935, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 139, folio 331, and is distant N 62° 25' E 1207.01' from a granite stone found at the end of said first line; said conveyance to Holmes also being the same as the exception in the conveyance by Romulus G. Morgan to Rosanah Osborne by Deed dated September 10, 1887, and recorded among the Land Records of Anne Arundel County in Liber SH No. 32, folio 46; thence leaving said beginning point so fixed and running with part of said first line S 62° 25' W 288.0' to an iron pipe now set; thence leaving the outline of said conveyance to Holmes and running across a part of the conveyance by Carrie F. Morgan, et al. to William E. Wigley and Daisy Wigley, his wife, by Deed dated October 18, 1924, and recorded among the Land Records in Liber WNW No. 91, folio 413, N 17° 38' 20" W 751.04' to an iron pipe now set in the southernmost right of way of the northbound lane of Maryland Route #3 as shown on State Roads Commission of Maryland Plat 16650; thence running with said right of way line N 57° 47' 30" E 137.24' to an iron pipe now set, thence S 78° 10' 10" E 173.51' to an iron pipe now set on the westernmost right of way line of the aforesaid relocated General's Highway (Maryland Route 178) as shown on said State Roads Commission of Maryland Plat 16652; thence leaving the southernmost right of way line of said northbound lane of Maryland Route #3 and running with the westernmost right of way line of said Route 178 with a curve to the right having a radius of 2087.68' and an arc of 653.13'; said arc having a chord of S 17° 38' 20" E 650.47' to the place of beginning. Containing 5.0 acres, more or less.

STATE OF MARYLAND

278331

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Line Seven, Inc.

Address P.O. Box 3114, Annapolis, Maryland 21403 (Chesapeake Ave. at 6th St.)

2. SECURED PARTY

Name Farmers National Bank of Maryland 21401

Address 5 Church Circle, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All accounts, contract rights, inventory and equipment now owned or here after acquired and all proceeds (cash and non cash) of such accounts, contracts rights, inventory and equipment.



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Line Seven, Inc.

[Signature]  
(Signature of Debtor)

T. Ross Glover, President

Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

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279835

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	Principal amount is
(X) in the Financing	\$ 260,000.00
Statement Records of	
Anne Arundel County; and	
(3) with the State Department of	
Assessments and Taxation.	

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
Lot 24 Fishing Creek	3805 Raymond Street
Limited Partnership	Chevy Chase, Maryland
	20815

2. Secured Party:	Address of Secured Party:
STERLING BANK & TRUST CO.,	Suite 201
a bank and trust company	111 East Water Street
organized and existing	Baltimore, MD 21202
under the law of Maryland,	

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

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3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 260,000.00. The Debtor and the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Cod, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

Fishing Creek Limited Partnership, a limited partnership organized and existing under the law of Maryland.

✓ By: Ivy Enterprises, Inc., General Partner

by: Daniel R. Mauling

Title: Principal

Date: August 31<sup>st</sup>, 1989.

To the Filing Officer: After this Statement has been recorded, please mail the same to

STERLING BANK & TRUST CO.  
111 WATER STREET, SUITE 201  
BALTIMORE, MD 21202

547 72

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9915X (0515X)  
SSA-SFC(B) (4)

FINANCING STATEMENT

BY

LOT 24 FISHING CREEK LIMITED PARTNERSHIP, Debtor

and

STERLING BANK & TRUST CO., Secured Party

Exhibit A

Description of Land

ALL OF THAT LAND, situate and lying in ANNE ARUNDEL County, Maryland, which is described as follows:

Being known and designated as Lot 24, as shown on the Plat entitled Fishing Creek Farm Plat Nine of Nine, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110 folio 3.

**RETURN TO:  
BAY TITLE COMPANY  
P. O. Box 3323  
222 Severn Avenue  
Annapolis, Maryland 21403**

TS069

547 ME 73

FINANCING STATEMENT

278836

TO BE RECORDED AMONG  
THE FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Eklof, Harry S., Jr.  
8 Spindrift Way  
Annapolis, Maryland 21403
  
2. NAME AND ADDRESS OF SECURED PARTY: Signet Bank/Maryland  
7 St. Paul Street  
Baltimore, Maryland 21203  
Attn: Real Estate Finance Department

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and

11/15

policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Douglas V. Durans and Gordon DeGeorge, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority.

547 75

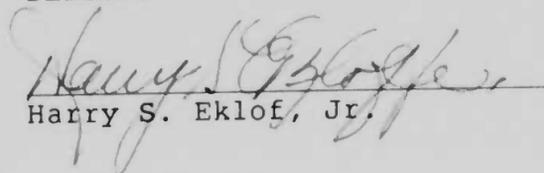
"Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

  
Harry S. Eklof, Jr.

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes  
Hogan & Hartson  
111 South Calvert Street  
Baltimore, Maryland 21202

## EXHIBIT "A"

**BEGINNING** for the same at a point marking the intersection of the southerly line of Pennsy Drive, as shown on a plat entitled "Plat of Street Dedication, Pennsy Drive Ardwick Industrial District" and recorded among the Land Records of Prince George's County in Plat Book WWW 49 at Plat No. 79, with the northeasterly line of Parcel J-1, as shown on a plat entitled "Parcel J-1, Ardwick Industrial District" and recorded among the said Land Records in Plat Book WWW 50 at Plat No. 74, and running thence from said beginning point so fixed: (1) partly with said southerly line of Pennsy Drive and partly with the southerly line of Pennsy Drive (formerly Adams Avenue), as shown on a plat entitled "Plat of Street Dedication, Adams Avenue, Ardwick Industrial District" and recorded among said Land Records in Plat Book WWW 46 at Plat No. 82, North 82 degrees 01 minute 40 seconds East 429.70 feet to a point; thence (2) leaving Pennsy Drive South 33 degrees 17 minutes 15 seconds East 45.20 feet; thence (3) South 31 degrees 23 minutes 50 seconds West 649.74 feet; thence (4) by remaining land of Manor Real Estate Company, North 58 degrees 36 minutes 10 seconds West 300.00 feet to the southeast corner of the aforementioned Parcel J-1; thence with the line of said Parcel J-1 the following two courses and distances: (5) North 31 degrees 23 minutes 50 seconds East 396.49 feet; and (6) North 58 degrees 36 minutes 40 seconds West 73.05 feet to the place of beginning. Containing 4.0166 acres of land.

**BEING** Parcel "J-2" as set forth on the plat entitled "Parcels J-2 and J-3, Ardwick Industrial District" recorded among the Land Records of Prince George's County in Plat Book WWW 55 at Plat No. 34.





547 79

278803

To Be Recorded: Subject to Recording Tax  
 - Land Records of Anne Arundel On Principal Amount of  
 County \$475,000.00 Which Was  
 - Chattel Records of Anne Paid To The Clerk of The  
 Arundel County Court of Anne Arundel  
 - State Department of County Upon the Filing of  
 Assessments and a Mortgage.  
 Taxation

FINANCING STATEMENT  
 (Maryland-U.C.C.-1)

1. DEBTOR: FRANCIS J. ERKMAN and  
 NANCY C. ERKMAN  
 325 First Street  
 Annapolis, MD 21402 (TW)
2. SECURED PARTY: THE ANNAPOLIS BANKING AND  
 TRUST COMPANY  
 Church Circle  
 Annapolis, MD 21401  
 Attn: Commercial Loan Dept.
3. This Financing Statement covers and the Debtor grants and  
 conveys to the Secured Party a security interest in and  
 to the following:

a. All plant, equipment, apparatus, machinery,  
 fittings, appliances, furniture, furnishings, and  
 fixtures, and other chattels and personal property  
 and replacements thereof (exclusive of any inventory  
 held for sale or resale by the Debtor), now or at  
 any time hereafter affixed or attached to,  
 incorporated in, placed upon, or in any way used in  
 connection with the current or future utilization,  
 enjoyment, occupation, or operation of the below  
 referred to real property (hereafter, the "Real  
 Property"), including by way of example and not by  
 way of limitation, all lighting, heating,  
 ventilating, air conditioning, incinerating,  
 sprinkling, laundry, lifting and plumbing fixtures  
 and equipment, water and power systems, loading and  
 unloading equipment, burglar alarms and security  
 systems, fire prevention and fire extinguishing  
 systems and equipment, engines, boilers, ranges,  
 refrigerators, stoves, furnaces, oil burners or  
 units, communication systems and equipment, dynamos,  
 transformers, motors, tanks, electrical equipment,  
 elevators, escalators, cabinets, partitions, ducts,  
 compressors, switchboards, storm and screen windows  
 and doors, pictures, sculptures, awnings and shades,  
 signs and shrubbery.

185

- b. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Mortgage or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - c. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - d. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - e. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Purchase Money Mortgage of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Secured Party. The Debtor is the record owner of the Real Property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

Francis J. Erkman, III  
Francis J. Erkman, III

By: William A. Bush  
Vice President

Nancy C. Erkman  
Nancy C. Erkman

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

The Annapolis Banking and Trust Company  
Church Circle  
Annapolis, MD 21401  
Attn: Commercial Loan Department

EXHIBIT "A"

PARCEL 1. BEGINNING for the same at a point located on the Northeast side of First Street and at the end of the North 30 degree 23 minute West 103.45 foot line of Parcel 3 of the conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31; thence running from said beginning point so fixed, leaving said First Street and with the North 59 degree 37 minute East 167.43 foot line of said Parcel 3 and the extension thereof North 59 degrees 37 minutes East 254.53 feet to a point; thence crossing an access area to existing piers South 41 degrees 00 minutes East 5.09 feet to a bulkhead along the waters of the Severn River; thence with the same South 41 degrees 00 minutes East 105.55 feet to a point; thence leaving said bulkhead and the waters of the Severn River and crossing another area created by fill South 60 degrees 43 minutes 10 seconds West 100.97 feet to a point located at the end of the South 33 degrees 53 minutes 10 seconds East 107.01 foot line of said Parcel 3; thence with the outlines of said Parcel 3, South 60 degrees 43 minutes 10 seconds West 174.0 feet to a point located on the Northeast side of said First Street; thence with the same North 30 degrees 23 minutes West 103.45 feet to the place of beginning. Containing 0.64 acres, more or less.

PARCEL 2. BEGINNING for the same at a point located North 59 degrees 37 minutes East 87.10 feet from the end of the North 59 degrees 37 minutes East 167.43 foot line of Parcel 3 of the conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4830, folio 31; thence running from the place of beginning so fixed and with the extension of said line North 59 degrees 37 minutes East 169.10 feet to intersect a bulkhead located along the waters of the Severn River; thence with said bulkhead and the waters of the Severn River South 39 degrees 24 minutes 10 seconds East 5.03 feet to a point; thence leaving said bulkhead and with another bulkhead constructed along the waters of the Severn River South 59 degrees 36 minutes 20 seconds West 168.95 feet to intersect another bulkhead constructed along the waters of the Severn River; thence crossing an area created by fill North 41 degrees 00 minutes West 5.09 feet to the place of beginning. Containing 0.02 acres, more or less. Being an area created by fill to allow access to existing piers.

BEING all of Parcel 3 of the above mentioned conveyance from Richard I. Edwards, Inc. to Francis J. Erkman, III and Nancy C. Erkman, his wife, by deed dated September 9, 1988 and recorded among the Land Records of Anne Arundel County in liber 4830, folio 31 and also being that area created by fill lying adjacent to said Parcel 3 and the waters of the Severn River.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
MBA Container Corporation  
135 Roesler Road  
Glen Burnie MD 21061

2. Secured Party(ies) and address(es)  
Phoenixcor, Inc.  
65 Water Street  
S. Norwalk, CT 06854



4. This statement refers to original Financing Statement bearing File No. 16317 265787  
Liber 507 Folio 315-  
Filed with Anne Arundel Cty Date Filed 2-3- 19 87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Release of the Equipment listed on Schedule A attached hereto made a part hereof

No. of additional Sheets presented

Phoenixcor, Inc.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: J. McQuinn SVT  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

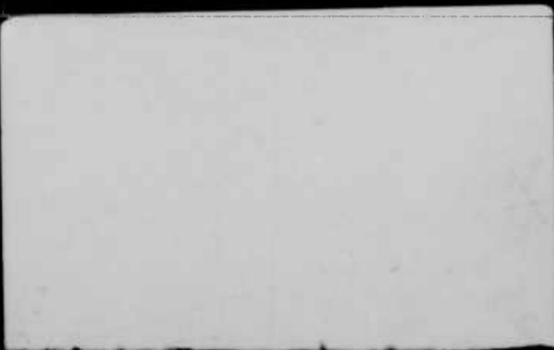
10-80

SCHEDULE A

- One (1) Toyota Fork Truck, Serial No. FGC15-15178
  - One (1) Mercedes 1982 Diesel 22 ft. Straight Bed Truck 5 Ton
  - One (1) International 1977 Diesel Tractor Single Axle
  - One (1) Ford Conventional Diesel Tractor Single Axle
  - Five (5) 40 ft. 13 ft. High Tandum Axle Trailers, 1972-1974
  - One (1) 45 ft. 13 ft. High Tandum Axle Trailer 1978
  - One (1) Computer IBM BC with Software
  - One (1) Computer Infotec
  - One (1) Celebrity Chevy wagon
  - One (1) Citation Four Door 1982
  - One (1) Delta Olds 1980
  - One (1) Office Trailer 35 ft.
- Office Equipment and Office Furtniture

All Equipment complete with any and all additions, attachments, accessions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

REF: MBA



547 REC 85

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20004

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

To be recorded in UCC Records

For Filing Officer Use	
File No.....	.....
Date & Hour .....	.....

TO BE RECORDED IN  
LAND RECORDS

TRI-STATE COMMERCIAL CLOSINGS, INC.  
1201 NEW YORK AVENUE, N.W. #350  
WASHINGTON, D.C. 20005

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 253143  
 Date of Filing 8/8/84  
 Maturity date (if any) 8/8/84  
 Record Reference LIBER/BOOK FOLIO/PAGE  
 476 107

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
FLUCKEY, EUGENE R.		1016 Sandpiper Ln.,	Ann., MD	21403
FLUCKEY, ELEANOR M.		" "	" "	" "

Name of Secured Party or assignee	No.	Street	City	State
Marshall Building Limited		1910 K Street, N.W.	Washington,	D.C.

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

MARSHALL BUILDING LIMITED PARTNERSHIP (SECURED PARTY)      MARSHALL BUILDING LIMITED PARTNERSHIP (SECURED PARTY) (Seal)

BY: William J. Wolfe  
WILLIAM J. WOLFE, General Partner

\_\_\_\_\_  
(Corporate, Trade or Firm Name)

BY: Marvin Fabrikant  
MARVIN FABRIKANT, General Partner

BY: Jack E. Spector  
Signature of Secured Party or Assignee  
JACK E. SPECTOR, General Partner

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20004

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

To be recorded in UCC Records

For Filing Officer Use	
File No.	.....
Date & Hour	.....

TO BE RECORDED IN LAND RECORDS

TRI-STATE COMMERCIAL CLOSINGS, INC.  
1201 NEW YORK AVENUE, N.W. #350  
WASHINGTON, D.C. 20005

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement	253144	Record Reference	LIBER/BOOK	FOLIO/PAGE
Date of Filing	8/8/84		476	108
Maturity date (if any)				

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
CASE, WILLIAM F.		2543 Overlook Glen,	Davidsonville, MD	21035
CASE, PAMELA J.	"	"	"	"

Name of Secured Party or assignee	No.	Street	City	State
Marshall Building Limited		1910 K Street, N.W.	Washington, D.C.	

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

MARSHALL BUILDING LIMITED PARTNERSHIP (SECURED PARTY)	MARSHALL BUILDING LIMITED PARTNERSHIP (SECURED PARTY)
BY: <u>William J. Wolfe</u> WILLIAM J. WOLFE, General Partner	_____ (Corporate, Trade or Firm Name)
BY: <u>Marvin Fabrikant</u> MARVIN FABRIKANT, General Partner	BY: <u>Jack E. Spector</u> Signature of Secured Party or Assignee JACK E. SPECTOR, General Partner
	(Owner, Partner or Officer and Title) (Signatures must be in ink)

278839

FINANCING STATEMENT

Taxable debt: \$75,000.00  
~~Not Subject to Recordation Tax~~

1. Name of Debtor(s): Annapolis Construction, Inc.  
Address: 3254 A Harness Creek Road  
Annapolis, Md. 21401

2. Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland



RECORDING FEE 11.00  
POSTAGE 50  
11/13/67

4. This Financing Statement covers the following types (or items) of property:  
1981 Mack truck; vehicle I.D. #1M2K127C5BM004439  
Concrete pump; serial #7020526

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor(s):  
Annapolis Construction, Inc.  
.....  
*Richard J. Clow*  
Richard Clow, President  
.....  
.....

Secured Party:  
Annapolis Banking & Trust Co.  
(Type Name of Dealership)  
By *John P. Koehler*  
(Authorized Signature)  
John P. Koehler, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1/1  
525  
2

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 547 88  
Anne Arundel County  
Identifying F

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 278810

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated October 4, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Executive Computer, Inc. t/a Computers To Go t/a South-West Computer Warehouse  
Address 60 Mountain Rd. Pasadena, MD 21122

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION  
Address 5740 Executive Drive P.O. Box 3296 Baltimore, MD 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

NOT SUBJECT TO RECORDATION TAX

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

138

Michael Schmeier  
(Signature of Debtor)

MICHAEL SCHMEIER President  
Type or Print Above Name on Above Line

[Signature] Sec/Tres  
(Signature of Debtor)

MICHAEL WUGIN Wugin  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

D.R. Williams, Jr. Branch Operations Manager  
Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

547 MAR 89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 274631, recorded in Book 532, Page 312, on September 22, 1988 among the Financing Records of Anne Arundel County, Maryland.

1. DEBTOR(S):

Name(s) CAR CARE WAREHOUSE T/A TEAM CAR CARE WAREHOUSE

Address(es) 8159 Governor Ritchie Highway, Pasadena, Md. 21122  
2303A Forest Drive, Annapolis, Md. 21401

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK

Address P. O. Box 987, Mailstop 509277 Baltimore, Md. 21203

Person and Address to whom Statement is to be returned if different from above.

Molly M. Carmody, A.V.P. Maryland National Bank 10 Light St., 29th Floor  
Baltimore, Maryland 21202

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Records has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all the collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required).
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

\_\_\_\_\_

SECURED PARTY

\_\_\_\_\_

MARYLAND NATIONAL BANK

\_\_\_\_\_

By: Molly M. Carmody  
Molly M. Carmody  
Assistant Vice President/  
Commercial Counsel

DEBTOR(S)

(Necessary only if Item 6 is applicable) Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

547 90

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278811

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 10/6/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eastern Petroleum Corporation and Paceway Convenience Stores, Inc. Sch 01  
Address 33 Hudson Street, Annapolis, MD 21401

2. SECURED PARTY

Name TransFinancial Leasing Corp.  
The Steffey Bldg., Ste. 200B  
Address 407 Crain Highway  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TW

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

EQUIPMENT LOCATION  
Routes 450 & 424  
Crofton, MD 21114

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Eastern Petroleum Corporation

*J. Kent McNew*  
(Signature of Debtor)

J. Kent McNew, President  
Type or Print Above Signature on Above Line  
Paceway Convenience Stores, Inc.

(Signature of Debtor)

*J. Kent McNew*  
Type or Print Above Signature on Above Line  
J. Kent McNew, PRESIDENT

TransFinancial Leasing Corp.

*Robert B. Murdock, Jr.*  
(Signature of Secured Party)

Robert B. Murdock, Jr. - VP-Finance

Type or Print Above Name on Above Line

Filed in Anne Arundel County

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

135

EASTERN PETROLEUM CORPORATION and  
PACEWAY CONVENIENCE STORES, INC.

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(3) Three	10,000 gallon Bullhide U.G. storage tanks, 96" dia., no straps
(1) One	2,000 gallon Bullhide U.G. storage tank, 64" dia., no straps
(4) Four	Gilbarco MPD-1 six hose multiproduct dispensers with painted canopy; OPW 11-B nozzles; safety breaks 3/4 x 3/4 swivels; shear valves
(1) One	TCRG console/printer combination
(1) One	Gilbarco Highline single suction pump with 11/A nozzle, swivel
(3) Three	Red jacket STP's with PLD leak detectors, control box 24" x 24" manhole
(1) One	Gilbarco tank monitor with printer & four probes
(4) Four	Dog bone islands - 9' long x 4' wide x 9" high, two ends to be 24" high
(4) Four	Gilbarco MPD dispenser boxes
(1) One	34' x 50' four column canopy; 2.5' fascia clearance 14.5', live load 30 psf, windload 100 mph., column spacing 15' x 26', anchor bolts, construction and permit drawing with 400 watt SMH canopy light fixtures, permits & decaling
(1) One	AVS coin operated air & vacuum machine painted
(4) Four	OPW spill containment manholes
(2) Two	4" Jereen pipe with cap and adapter
(2) Two	12" manholes
(4) Four	Locking caps and adapters
(3) Three	4" drop tubes
(3) Three	V/R adapters & cap
(3) Three	Extractor fitting with cap & float
(4) Four	24" x 24" manholes (tank greege)
(3) Three	2" x 24" flex connectors
(12) Twelve	1 1/2 x 24" flex connectors
(1) One	Vertical check valve
(4) Four	2" screen vents
(1) One	4" drop tube

Eastern Petroleum Corporation

BY: [Signature]

TITLE: X

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: Robert B. Murdock, Jr. - VP Finance

Paceway Convenience Stores, Inc.

BY: [Signature]

TITLE: X

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Suction pump for kerosene
(3) Three	3/4 HP submersible pumps complete
(4) Four	Monitor wells
(4) Four	Containment manholes
(4) Four	Tank monitors
(1) One	Intercom system
(1) One	75' x 55' x 8" concrete pad
(1) One	6' x 10' island house
(2) Two (160 ft.)	Observation wells
One hundred sixty feet (20 ft.)	4" PVC pipes and fittings
Twenty feet (150 ft.)	3" PVC pipes and fittings
One hundred fifty feet	2" PVC pipes and fittings
(3) Three	JR Smith floor drains with adjustable strainer
(1) One	Floor Sink
	Fiberglass piping, electric conduit, wiring, stage two vapor recovery piping, architectural, mechanical and electrical construction drawings. Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

Eastern Petroleum Corporation  
 BY: [Signature]  
 TITLE: X

TransFinancial Leasing Corp.  
 BY: [Signature]  
 TITLE: Robert B. Murdock, Jr. - VP Finance

Paceway Convenience Stores, Inc.  
 BY: [Signature]  
 TITLE: X

547 FEB 93

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 264613 recorded in Liber 504 Folio 589 on 11-12-86 at Anne Arundel County

1. DEBTOR(S): Eastern Waste Industries, Inc.  
 ADDRESS(ES): P.O. Box 6606  
 Annapolis, MD 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: AARU  
 ADDRESS: MAILSTOP 500-270 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7.  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_



DEBTOR(S) \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY Maureen T. Konschnik (SEAL)  
 Maureen T. Konschnik  
 Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

201126 REV 4/86

1058

547 94

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 271079 recorded in Liber 521 Folio 357 on 12-29-87 at Anne Arundel County

1. DEBTOR(S): Eastern Waste Industries, Inc. ADDRESS(ES): P.O. Box 6606 Annapolis, MD 21401-0606 2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: AARU ADDRESS: MAILSTOP: 500-270 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3 CONTINUATION. The original Financing Statement referred to above is still effective.
4 X TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6 AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a Not subject to Recordation Tax.
b Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below

8



DEBTOR(S): \_\_\_\_\_ (Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Maureen T. Konschnik (SEAL)

Maureen T. Konschnik Vice President

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2013/12/16 REV 4.00

158

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 245981 recorded in Liber 458 Folio 382 on 1-25-83 at Anne Arundel County

1. DEBTOR(S): Refuse Removers, Inc.  
 ADDRESS(ES): 308 Chinaquapin Road Road, P.O. Box 167  
Annapolis, MD 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: AARU  
 ADDRESS MAILSTOP: 500-270 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7.  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

J. F. CLEM

DEBTOR(S) \_\_\_\_\_  
(Signature necessary only if item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Maureen T. Konschnik (SEAL)

Maureen T. Konschnik

Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2007-120 REV 4/06

1550

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 252239 recorded in Liber 473 Folio 571 on 6-7-84 at Anne Arundel County

1 DEBTOR(S) Refuse Removers, Inc.  
 ADDRESS(ES) Chinquapin RD, P.O. Box 167  
Annapolis, MD 21401

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: AARU  
 ADDRESS: MAILSTOP 500-270 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3  CONTINUATION. The original Financing Statement referred to above is still effective.

4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a  Not subject to Recordation Tax.  
 b  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8 \_\_\_\_\_

J. F. CLERK

DEBTOR(S) \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY Maureen T. Konschnik (SEAL)  
Maureen T. Konschnik  
Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2007-120 REV 4/06

103

FINANCING STATEMENT FORM UCC-1

Identifying Fil

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.  278812

This financing statement Dated Sept. 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Transamine Corporation, c/o Cox Creek Refinery
Address P.O. Box 3407, Fort Smallwood & Kembo Roads, Baltimore, MD 21226

2. SECURED PARTY

Name Banque Francaise du Commerce Extérieur
Address 645 Fifth Avenue
New York, New York 10022

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule

Name and address of Assignee

filed with Anne Arundel County

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Transamine Corporation

By: A Adamian (Signature of Debtor)

A ADAMIAN Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Banque Francaise du Commerce Extérieur

By: L. de Bellegarde (Signature of Secured Party)

L. de BELLEGARDE KEVIN C. DOLAN Type or Print Above Signature on Above Line

11-6

Schedule

to

Uniform Commercial Code-Financing Statement-Form UCC-1

Debtor

Transamine Corporation  
c/o Cox Creek Refinery  
P.O. Box 3407  
Fort Smallwood & Kembo Roads  
Baltimore, MD 21226

Secured Party

Banque Francaise du Commerce Exterieur  
645 Fifth Avenue  
New York, New York 10022

Continuation of Description of Property:

All sums which now or hereafter may become due and payable to Transamine Corporation pursuant to purchase contract #PC032 between Cox Creek Refining Company and Transamine Corporation, whereby Cox Creek Refining Company agreed to purchase 2,000 MT and 1,000 MT of electrolytic copper cathodes from Transamine Corporation including any amendments, modifications, and extensions to the contract. All proceeds pertaining to the foregoing.

All books and recording pertaining to the foregoing.

2788 13

547 99

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated September 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6721

Name General Elevator Company, Incorporated

Address 601 Nursery Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#480620 0777 R03 T10:46  
10/13/89  
M. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

David A. Quaranta CPA MIS Director  
\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

Thomas G. Meyer  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

115

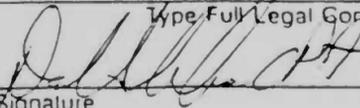
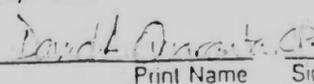
EXHIBIT A

Description of Equipment

- One (1) 011006 \*(2) MOD 30 286 (512K, 1.44DD) s/n 7416498DTFO
- One (1) 030844 Color Display 12in (8513) s/n(s): 0633290DTFO
- One (1) 060881 0.5MB MEM 30-286 SYBD F/0608
- One (1) 055221 20MB INT HD PS/2 30-286
- One (1) 200821 EA (5) DOS 3.3 IBM

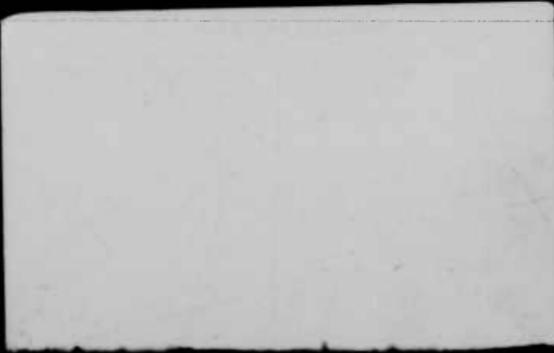
General Elevator Company, Incorporated

Type Full Legal Company Name

	<i>David Onorato</i>		
Signature	Print Name	Signature	Print Name

<i>Mrs Director</i>	
Title	Title

September 25, 1989	
Date	Date



547-101

278814

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated September 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6722

Name General Elevator Company, Incorporated

Address 601 Nursery Road Linthicum Heights, MD 21090

RECORD FEE 11.00  
POSTAGE .50

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

TW

#480630 0777 R03 110:46  
10/13/89

H. ERLE SCHAFER  
CL. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] MIS Director  
(Signature of Debtor)

David A. Curran, CPA MIS Director  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Thomas E. Myers Treasurer  
(Signature of Secured Party)

Thomas E. Myers  
Type or Print Above Signature on Above Line

1750

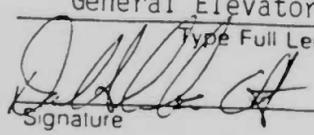
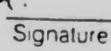
517 102

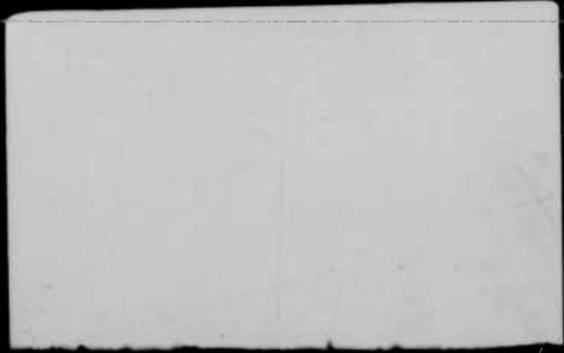
EXHIBIT A

Description of Equipment

- One (1) UAT-32 Key Service Unit #10830
- One (1) UAT-32 Power Supply #15120A -
- One (1) UAT-32 Power Supply Cable #10821
- One (1) C-CPU-C II Central Processor #10967
- One (1) C-TSU-A tone Card #10855
- Two (2) C-COU-A Line Card (4 circuit) #10835
- Three (3) C-STU-A Station Card (4 cct) #10825
- Eleven (11) UAT-32 BLF Key Telephone #10838
- Four (4) C-SPDU-A Speakerphone Module #10812
- One (1) UAT-64 BLF Display Telephone 10868E
- One (1) 439 Surge Protector ZSP-60096

General Elevator Company, Incorporated  
Type Full Legal Company Name

	David A. Quaranta PA.		
<small>Signature</small>	<small>Print Name</small>	<small>Signature</small>	<small>Print Name</small>
MIS Director			
<small>Title</small>		<small>Title</small>	
September 25, 1989			
<small>Date</small>		<small>Date</small>	



547 ME103

278815

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name O'Brien Home Sales, Inc.
Address Box 147-A1 Hwy 925 S, Waldorf, MD 20602

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 106
Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made hereof.

RECORD FEE 11.00
Name and address of Assignee
H. ERLE SCHAFER
BA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

T. NGUYEN (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Thomas E. Myers (Type or Print Above Signature on Above Line)

11/28

EXHIBIT A

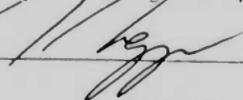
Description of Equipment

- (\*) Seven (7) SI EN 2440 Blk #000007001
- (\*) Seven (7) DL-2440 wal #000002542
- (\*) Twelve (12) GO 55S blk 1705/0305 Wash. steno chair #218809022
- (\*) Two (2) NA 39-IB-411M12 mah #000006769
- (\*) Two (2) NA 39-IT-4211M12 mah #000006750
- (\*) Two (2) IN 1451 BEI 5 dr. 28" deep legal/clay #340025032
- (\*) Six (6) WII 6300 IA 13-172-16 Taylor side chair mah #217112125
- (\*) One (1) EH 631 Tau 13-172-16 Taylor LB exe chair mah #217112113
- (\*\*\*) One (1) SI SF427 Pul 4-dr legal file putty #340020278
- (\*) One (1) Toshiba Strata XII System
- (\*) One (1) KSU 804
- (\*) Eleven (11) UST 1025 BIS phones
- (\*) Two (2) UST 1025 LCD phones
- (\*\*\*) Two (2) GO 985 Mau 4537 Morgan operators chair pu #230036020

Equipment Locations:

- Rt. 2 Box 62 No. Indian Creek (\*)  
Charlotte Hall, MD
- Rt. 3, Festival Shopping Mall (\*\*)  
Waldorf, MD 20601
- 2191 Defense Hwy., #104 (\*\*\*)  
Crofton, MD 21112

O'Brien Home Sales, Inc.  
Type Full Legal Company Name

<p>Signature  _____          Title <u>Controller</u>          Date <u>September 10, 1989</u></p>	<p>Signature _____          Print Name <u>T. NGUYEN</u>          Title _____          Date _____</p>
---	--

278816

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Hardy, Alvin Hardy, anne Marie 2524 Symphony Gambrills, MD 21054	2. Secured Party(ies) and address(es) Kayak Mfg. Corp. 325 Harlem Rd. West Seneca NY 14224	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #480660 0777 R03 T1048 10/13/89 (TW) H. ERLE SCHAFER AA CO. CIRCUIT COURT  5. Assignee(s) of Secured Party and Address(es) Second Federal Funding P.O. Box 4112 Buffalo, NY 14240
4. This financing statement covers the following types (or items) of property:  20 x 12 Kayak Award Winning Pool  MC - 215-38-1168 MS - 218-48-6203		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with

By Alvin Hardy  
Anne Marie Hardy  
 Signature(s) of Debtor(s)

Kayak Mfg. Corp.  
 By Denise Brake  
 Signature(s) of Secured Party(ies)

FINANCING STATEMENT FORM UCC

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_ -0-

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PMA Associates, Inc.
Address 326 First Street, Annapolis MD 21403

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address P.O. BOX 489
COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
FILING FEE .50
#95061V 1111 R03 110148
10/13/89
H. DALE SCHAFER
AR CO. CIRCUIT COURT



3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, DOCUMENTS OF TITLE, DEPOSIT ACCOUNTS AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, SUBSTITUTIONS AND REPLACEMENTS THERETO, AND ALL PROCEEDS THEREOF. ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, RESERVES AND GENERAL INTANGIBLES, OWNED BY OR DUE DEBTOR, NOW OR IN THE FUTURE, HOWEVER THEY MAY BE DUE DEBTOR, AND WHEREVER LOCATED, AND ALL PROCEEDS AND PRODUCTS THEREOF. ALL REBATES, DISCOUNTS, CREDITS AND INCENTIVE PAYMENTS, NOW OR HEREAFTER DUE DEBTOR RELATING TO ANY INVENTORY AND ALL PROCEEDS THEREOF.

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

PMA Associates, Inc.
x Arthur Lilly (Signature of Debtor)

Arthur Lilly
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT COMMERCIAL FINANCE CORP.

(Signature of Secured Party)

(Signature of Secured Party)

Michael S. McKeon

Type or Print Above Signature on Above Line

547 107

2788 18

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es) ARINC Research Corporation 2551 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Business Leasing Assoc., Inc. 1522 King Street Alexandria, VA 22314	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #480880 6777 R03 110149 10/13/89 H. ERLE SCHAFER HA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property Lease # 8909014 See Attached List		5. Assignee(s) of Secured Party and Address(es)  Philip F. Alsup 204 N. Nottingham Street Arlington, Virginia 22203

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

By: ARINC Research Corporation Business Leasing Assoc., Inc.  
WILLIAM A. KIEHL of Debtor(s) Charles A. White, Jr. VP, Admin.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM 9 FORM UCC-1.

547 108

Addendum to Lease #8909014, (September 21, 1989) UCC Financing Statement and Delivery and Acceptance between Business Leasing Associates, Inc. and ARINC Research Corporation, Inc.

Corrected 9/25/89

<u>Quantity</u>	<u>Equipment</u>	<u>Serial Numbers</u>
1	Compaq Deskpro 386S, Model 84	
1	803865X Processor, 16 MHz	
1	MB Memory, 4MB Memory Model	
1	5.25" MB Disk Drive	
1	84 MB Hard Drive	
1	VGA Adapter	
1	Keyboard	
1	Compaq 14" VGA Color Monitor	
1	Compaq DOS 3.3	
1	Compaq 1 MB Memory Board	
1	Hewlett Packard Laserjet II	
1	Hewlett Packard Toner Cartridge	
1	6 foot printer cable	
1	Hewlett Packard Scanjet + 1/F for PC	
1	Hewlett Packard Scanjet Plus	
1	Compaq 40 MB Tape Backup	
1	Hayes 2400 Baud External Modem	
1	APC UPS 450AT+	
1	Omnipager s/n and Board	

TOTAL:

\$11,729.00

ARINC Research Corporation

X *DA Palmer for*  
William Kiedl  
Manager of Purchases and Contracts

STATE OF MARYLAND

547 109

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253479

RECORDED IN LIBER 477 FOLIO 42 ON 8-21-84 (DATE)

1. DEBTOR

Name C & L Cycle Shop, Inc.  
Address 5820 Ritchie Hwy., Brooklyn Park, MD 21225

2. SECURED PARTY

Name ITT Commercial Finance Corp.  
Address Suite 217--One Cherry Hill, Cherry Hill, NJ 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00

APR 27 11:50  
10/13/89

3. Maturity date of obligation (if any)

J.F.  
CLERK

H. ERLE SCHAFER  
HA. CO. CIRCUIT COURT

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

AMENDMENT

To amend debtors address to add: "plus any and all locations".  
To amend secured parties address to: PO Box 1587, Voorhees, NJ 08043

" C & L Cycle Shop, Inc.  
By: William Ferrara  
Title: Duly Authorized Attorney-In-Fact."  
X William Ferrara

Dated 8-17-89

William Ferrara  
(Signature of Secured Party)  
WILLIAM FERRARA  
Type or Print Above Name on Above Line

10

278849

547 REC 110

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 50,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Triangle General Contractors, Inc.  
 \_\_\_\_\_  
 (Name)  
7504 Connelley Drive, Suite L  
 \_\_\_\_\_  
 (Address)  
Hanover, Maryland 21076

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Nicholas Lambrow  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

1989 Alban Tractor 931-C Track Loader with 4-1 Bucket Backhoe #2BJ00200

RECORDING FEE 11.00  
 RECORD TAX 330.00  
 POSTAGE .50  
 APR 10 11 03 AM '89  
 10/13/89  
 H. ELLI SCHAFER  
 PR CL. CLERK COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered
- 4. Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)  
Triangle General Contractors, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Jack J. Leone, President  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

350  
W

278850

547-111

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Rose Helen Louke  
Charles D. Louke

Mailing Address

7959 Telegraph Road #36  
Severn, Maryland 21144

SECURED PARTY (Dealer)

The Bank of Baltimore  
205 W. Centre Street  
Baltimore, Maryland 21201

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203

1. This financing statement covers the following types (or items) of property (the collateral).  
1979 Lincoln Park LPI 575
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

Rose Helen Louke  
Rose Helen Louke  
Charles D. Louke  
Charles D. Louke

SECURED PARTY:

BY: Helena S. Ostrowski  
THE BANK OF BALTIMORE

**Note:** The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and The Bank of Baltimore which has been assigned to The Bank of Baltimore.

1255

RECORD FEE \$2.00  
POSTAGE .30  
BALTIMORE CITY #05-120457  
10-13-89  
BY: LINDA SUMNER  
BY: DE. DEKALF COURT



547 112 278851

AA Co  
C-02-07487-0

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Doran, Mark D. T/A Doran's Trucking & Diesel Repair  
Address 9244 Ft. Smallwood Road Pasadena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, MD 21227  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 14.00

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mark D. Doran T/A Doran's Trucking & Diesel Repair

Mark D. Doran  
(Signature of Debtor)

Mark D. Doran, owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John Mccray  
(Signature of Secured Party)

John Mccray, Pres  
Type or Print Above Signature on Above Line

POSTAGE  
#30150 CITY RD 111:00  
10/13/89  
IN. PAUL SCHAFER  
HA CO. CIRCUIT COURT

146

CONDITIONAL SALE CONTRACT NOTE

517 113  
Mark D. Doran T/A

TO: Beltway International Trucks, Inc. ("Seller") FROM: Doran's Trucking & Diesel Repair ("Buyer")  
1800 Sulphur Spring Road Baltimore, MD 21227 9244 Ft. Smallwood Road Pasadena, MD 21122  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): Two (2) 1986 White Model W1M64T Conventional Tractors, S/N's 1WUUYDCJG8GN107338, 1WUUYDCJG5GN107331 W/42" sleeper & 400 cummins engine **See Schedule "A" attached hereto and made a part hereof for payment schedule.	(1) TIME SALES PRICE .....	\$ 85,518.00
	(2) Less DOWN PAYMENT in Cash .....	\$ 2,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 83,518.00
Record Owner of Real Estate: _____		

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
9244 Ft. Smallwood Road Pasadena Anne Arundel Maryland  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty three thousand five hundred eighteen and 68/100 \*\*\*\*\* Dollars (\$ 83,518.00 ) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 3rd day of November 19 89, and continuing on the same date each month thereafter until paid; the first \*\* installments each being in the amount of \$ \*\* and the final installment being in the amount of \$ \*\* with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 3 19 89 BUYER(S)-MAKER(S):  
Accepted, Beltway International Trucks, Inc. (SEAL) Mark D. Doran T/A (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
By: [Signature] By: Mark D. Doran  
(Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)  
(Print Name of Co-Buyer-Maker Here)

This instrument prepared by \_\_\_\_\_

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

\_\_\_\_\_(L.S.)\_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 3, 1989 Beltway International Trucks, Inc. (SEAL) Signature of Seller  
 (Witness) By: [Signature]  
 (Signature, Title of Officer, "Partner" or "Proprietor")



278852

547 116

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9-14-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Advance Rental, Inc.  
Address 1515 Forest Dr. - Annapolis, MD 21403

2. SECURED PARTY

Name WCI Acceptance Corporation  
Address 6100 Channingway Blvd. Suite 307  
Columbus, OH 43232

TV

RECORD FEE  
POSTAGE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor consisting of, but not limited to, new radios, tape recorders, tape players, phonographs, Hi-Fi and stereo components and consoles, home entertainment centers, televisions, washers, dryers, refrigerators, freezers, stoves, ranges, microwave ovens, dishwashers, garbage disposals, trash compactors, humidifiers, air conditioners and the like, including accessories and all equipment used or intended to be used in conjunction with any of the foregoing, acquired by debtor from Almo Distributing Company.

Not subject to recordation fees.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Francis X. Brewis, Jr.  
(Signature of Debtor)

Francis X. Brewis, Jr. - President  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Francis J. Marchese  
(Signature of Secured Party)

WCI Acceptance Corporation  
Type or Print Above Name on Above Line

Francis J. Marchese, Agent

RETURN TO:  
INFOSEARCH, INC.  
P.O. Box 1110  
Albany, NY 12201

AUG 20 1989

106926M

547-117

# not used

10-13-89

278853

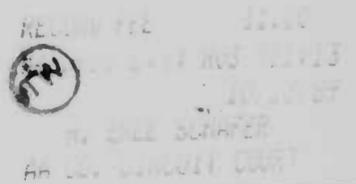
547 118

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
Maryland Interiors, Inc.  
844 Ritchie Highway  
Severna Park, Maryland  
21146

2. Secured Party(ies) and address(es)  
First American Bank, N.A.  
740 15th Street, N.W.  
Washington, D.C. 20005

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)



4. This financing statement covers the following types (or items) of property:  
All inventory, all equipment, all accounts, all fixtures, instruments, chattel paper, documents, general intangibles, (including, without limitation all trade names, permits, licenses, and franchises) and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.  
Not subject to tax.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland

Maryland Interiors, Inc.

First American Bank, N.A.

By: Kenneth E. Noland  
Kenneth E. Noland, President

By: Steven C. Hebrank  
Steven C. Hebrank, Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

278851

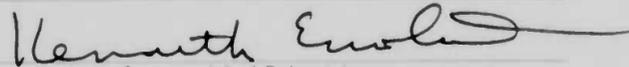
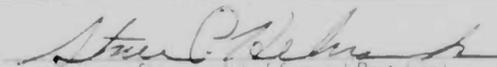
547 119

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Washington Beltway South, Inc. 2730 Metro Plaza Woodbridge, Virginia 22192	2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Street, N.W. Washington, D.C. 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) 
4. This financing statement covers the following types (or items) of property: All inventory, all equipment, all accounts, all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation all trade names, permits, licenses, and franchises) and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired. Not subject to tax.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
 Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland

Washington Beltway South, Inc.	First American Bank, N.A.
By:  <small>Signature(s) of Debtor(s)</small> Kenneth E. Noland, President	By:  <small>Signature(s) of Secured Party(ies)</small> Steven C. Hebrank, Vice President

(1) Filing Officer Copy - Alphabetical /

STANDARD FORM - FORM UCC-1.

547 120

278835

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
Washington Beltway West, Inc.  
416 Elden Street  
Herndon, Virginia 22070

2. Secured Party(ies) and address(es)  
First American Bank, N.A.  
740 15th Street, N.W.  
Washington, D.C. 20005

RECEIVED  
FILED  
MAY 14 2007  
BY  
EMIL SCHAFER  
FBI WASHINGTON COURT

4. This financing statement covers the following types (or items) of property:  
All inventory, all equipment, all accounts, all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation all trade names, permits, licenses, and franchises) and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.  
Not subject to tax.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland

Washington Beltway West, Inc.

First American Bank, N.A.

By: Kenneth E. Noland  
Kenneth E. Noland, President  
Signature(s) of Debtor(s)

By: Steven C. Hebrank  
Steven C. Hebrank, Vice President  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical //

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND Anne Arundel  
**FINANCING STATEMENT** FORM UCC-1 Identifying File

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \* \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated Sept. 28, 1989 \* Recordation Tax Paid at SDAT  
 Uniform Commercial Code. is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name See Attachment "A" 278836  
 Address \_\_\_\_\_

2. SECURED PARTY

Name B. Green & Company, Inc.  
 Address 3601 Washington Blvd.  
Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above. \_\_\_\_\_

3. Maturity date of obligation (if any) March 1, 1997

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee  
 \_\_\_\_\_

See Attachment "B"

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

\_\_\_\_\_  
 (Signature of Debtor)  
See Attachment "C"  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

B. GREEN & COMPANY, INC.  
  
 (Signature of Secured Party)

By: President  
 Type or Print Above Signature on Above Line

19-50

547 122

ATTACHMENT "A"

Item 1 (Names of Debtors):

1. Farm Fresh Supermarkets of Maryland, Inc.
2. The Perry Hall Corporation
3. Beckenheimer's, Inc.

(Address of Debtors):

6 Hammonds Lane  
Baltimore, Maryland 21225  
(Anne Arundel County)

5628f

517-123

ATTACHMENT "B"

Item 4 (Property):

All of Debtors' now existing and hereafter acquired or arising tangible and intangible assets and property, wherever located, including but not limited to: inventory, goods, merchandise, work-in-progress, materials, tools, equipment, fixtures, machinery, furniture, vehicles, parts, supplies, accounts, instruments, documents, credits, rights to tax refunds, accounts receivable, chattel paper, contract rights and general intangibles, together with all increases, replacements, improvements, additions and substitutions thereto and all cash and non-cash proceeds thereof (including without limitation insurance proceeds) and all earnings, revenues, rents, issues, profits and other income of Debtors, wherever located.

5628f

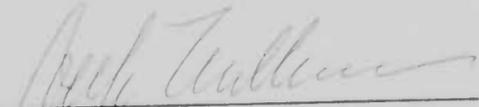
EX. 547 WE 124

ATTACHMENT "C"

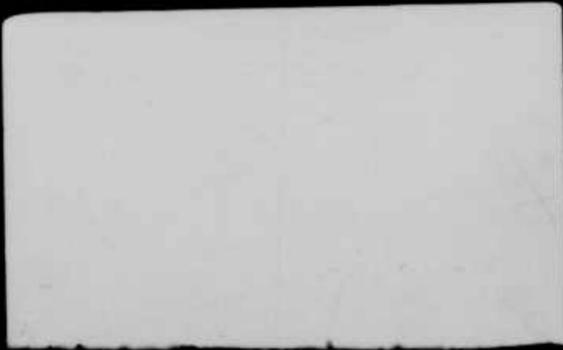
Signature of Debtors

Farm Fresh Supermarkets of Maryland, Inc.  
The Perry Hall Corporation  
Beckenheimer's, Inc.

By:

  
\_\_\_\_\_  
President

5629f



547 125

278857

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): E.A. & J.O. Crandell, Inc. 733 Crandell Road West River MD 20778 M-35202A	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co Inc. P.O. Box 9595 Baltimore MD 21237	 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) New Integrated Tool Carrier IT28B S/N:1HF01312

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) MD  
 E.A. & J.O. Crandell, Inc. Secured Party(ies) [or Assignees]  
 Charles A. Crandell - ~~XXXXX~~ Treas. Alban Tractor Co Inc.  
 (By) *Charles Crandell Treasurer* (By) *[Signature]*  
 Standard Form Approved by N.C. Sec. of State  
 and other states shown above.

(1) Filing Officer Copy - Numerical 115

(1) Collateral is subject to Security Interest In Another Jurisdiction and  Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
 (2) For Other Situations See: G.S. 25-9-402 (2) UCC-1

547 P. 126

278858

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): Reliable Contracting Co., Inc. 1 Churchview Dr Milelrsville, MD 211108 M-35197-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECEIVED 11:00 11/10/87 H. LEE JUMPER AA CIVIL COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

- One (1) New Caterpillar Model #615C Tractor S/N 5TF00235
- One (1) Caterpillar Model #615 Scraper S/N 2XG00228

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)	Secured Party(ies) [or Assignees]
Reliable Contracting Co., Inc. JOHN G Baldwin V.P. (By) <i>John G. Baldwin</i>	Alban Tractor Co., Inc. <i>[Signature]</i>
(By) <i>John T. Baldwin</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1



UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM  
**Registre, Inc.**  
 514 PIERCE ST.  
 ANOKA, MN 55303  
 (612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extraneous.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

517-127

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: **3. Maturity date (if any):**

**1. Debtor(s) (Last Name First) and address(es)**  
 ANNAPOLIS CONVALESCENT CENTER  
 900 VAN BUREN STREET  
 ANNAPOLIS, MD 21403

**2. Secured Party(ies) and address(es)**  
 AUTOMATED LAUNDRY SYSTEMS,  
 1518-36 WEST BALTIMORE ST.  
 BALTIMORE, MD 21223

**For Filing Officer (Date, Time, and Filing Office)**  
 INC.

278859

**4. This financing statement covers the following types (or items) of property:**

1 Wascomat Washer/Extractor Model W-184  
 \$3,000.00 VALUE

**5. Assignee(s) of Secured Party and Address(es)**



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. Na. of additional Sheets presented:

Filed with:

By: Sylvia Francis, Pres  
 Signature(s) of Debtor(s)  
 SYLVIA FRANCIS, PRESIDENT  
 (1) Filing Officer Copy - Alphabetical

By: Howard Katz, Vice President  
 Signature(s) of Secured Party(ies)  
 HOWARD KATZ, VICE PRESIDENT

STANDARD FORM - FORM UCC-1.

1/15  
 2100  
 150

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

DEBTOR (Last Name First if a Person)  
 NAME **GRIEVE, SCOTT**  
 1A MAILING ADDRESS **391 HOLLY TRAIL**  
 CITY **CROWNVILLE** STATE **MD.** 21032

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME **GRIEVE, SUSAN R.**  
 1B MAILING ADDRESS **391 HOLLY TRAIL**  
 CITY **CROWNVILLE** STATE **MD.** 21032

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME  
 1C MAILING ADDRESS  
 CITY STATE

SECURED PARTY (Last Name First if a Person)  
 NAME **ANACAPRI MARINE, INC**  
 2A MAILING ADDRESS **3660 NW 41 ST.**  
 CITY **MIAMI** STATE **FL.** 33142

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME  
 2B MAILING ADDRESS  
 CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME **MARINE MIDLAND SER. CORP.**  
 3 MAILING ADDRESS **P.O. BOX 4027**  
 CITY **BUFFALO** STATE **N.Y.** 14240

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office  
**278860 547 128**

AUDIT UPDATE

VALIDATION INFORMATION

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

1989	SPORTCRAFT	1900 CC	18'9"	SCR85106H889
1989	OMC		115	R1518533
1989	ROCKET			08002489V8

NAME AND ADDRESS OF PREPARER  
**ANACAPRI MARINE, INC**  
**3660 NW 41 ST.**  
**MIAMI, FL. 33142**

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306 F.S.

6. Filed with **COUNTY**

7. No. of additional Sheets presented

8. (Check ) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.  
 Florida Documentary Stamp Tax is not required

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state  
 which is proceeds of the original collateral described above in which a security interest was perfected  
 as to which the filing has lapsed  
 acquired after a change of name, identity, or corporate structure of the  
 debtor or  secured party

10. (Check  if so)  
 Debtor is a transmitting utility  
 Products of collateral are covered

13. Return copy to

NAME	<b>MARINE MIDLAND SERVICES CORP.</b>
ADDRESS	<b>P.O. BOX 2017</b>
CITY	<b>BUFFALO, NEW YORK 14240</b>
STATE	<b>ZIP CODE</b>

11. SIGNATURE(S) OF DEBTOR(S)  
*Scott Grieve*  
*Susan R. Grieve*

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  
*Daniel Ramon*  
*Maria R. [Signature]*

120

12.00

547 129

278861

FINANCING STATEMENT FORM UCC-1

Identifyin

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$100,000\*

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Clerk of Circuit Court, Anne Arundel County, Maryland

1. DEBTOR

Name TELENOVA DISTRIBUTION COMPANY, INC.  
Address 15000 Commerce Parkway, Mt. Laurel, New Jersey 08054

2. SECURED PARTY

Name CONGRESS FINANCIAL CORPORATION  
Address 1133 Avenue of the Americas, New York, New York 10036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's now owned and hereafter acquired accounts, contract rights, general intangibles, chattel paper, instruments, documents, inventory, equipment, fixtures and other property, including, without limitation, the property described on the Rider annexed hereto, and the proceeds and products of any and all of the foregoing.

This financing statement is filed without prejudice to any existing financing statement of record by Debtor in favor of Secured Party.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TELENOVA DISTRIBUTION COMPANY, INC.  
By: Kristin T. McIlwaine 9/21/89  
(Signature of Debtor)

KRISTIN T. McILWAINE  
Type or Print Above Name on Above Line  
  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

ASSISTANT SECRETARY

CONGRESS FINANCIAL CORPORATION

By: Bernice Reich AVP  
(Signature of Secured Party)

Bernice Reich Asst V.P.  
Type or Print Above Signature on Above Line

\* The amount of taxable indebtedness which by any contingency may be secured by that collateral located within the State of Maryland pursuant to this financing statement which is subject to recordation tax of ONE HUNDRED THOUSAND DOLLARS (\$100,000), which amount is not a representation of the actual amount of indebtedness at any time owing by Debtor to Secured Party and is not a representation as to the nature or extent of Secured Party's security interests. THREE HUNDRED and THIRTY DOLLARS (\$330) recordation tax paid to State Department of Assessments and Taxation. Financing Statements being filed with Maryland Department of Assessments and Taxation and the Clerk of the Circuit Court of Anne Arundel County and Baltimore City.

135

547-130

RIDER TO  
UCC-1 FINANCING STATEMENT  
between

DEBTOR: TELENOVA DISTRIBUTION COMPANY, INC.  
and

- SECURED PARTY: CONGRESS FINANCIAL CORPORATION

This financing statement covers the following types (or items) of property of Debtor:

(a) all present and future: (i) Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments (including, without limitation, all obligations for the payment of money arising out of the sale, lease or other disposition of goods or other property or rendition of services); (ii) all monies, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums and credits with Secured Party at any time existing; (iii) all right, title and interest, and all enforcement and other rights, remedies, and security and liens, in, to and in respect of the Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, Contract Rights, General Intangibles, Chattel Paper, Documents and Instruments or other collateral, including, without limitation, all returned, reclaimed or repossessed goods; (iv) all deposit accounts; and (v) all other General Intangibles of every kind and description, including, without limitation, (A) trade names and trademarks, and the goodwill of the business symbolized thereby, (B) patents, (C) copyrights, (D) licenses, and (E) Federal, State and local tax refund claims of all kinds;

(b) all now owned and hereafter acquired: Inventory, including, without limitation, all raw materials, work-in-process, finished goods and all other Inventory of whatsoever kind, nature or description, and all wrapping, packaging, advertising, shipping materials and all other goods consumed in Debtor's business, and all labels and other devices, names or marks affixed to or to be affixed thereto for purposes of selling or identifying the same or the seller, manufacturer, lessor or licensor thereof and all right, title and interest therein and thereto, wherever located;

(c) all now owned and hereafter acquired: Equipment and Fixtures, including, without limitation, any and all machinery, computers and computer hardware, vehicles, tools, dies, jigs, furniture and trade fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith and substitutions and replacements thereof, -wherever located;

(d) all present and future: books, records, documents, other property and General Intangibles relating to any of the above, together with the file cabinets or containers in which the foregoing are stored; and

(e) all Products and Proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code, unless otherwise defined herein. "

LMB68/R11b/bdl

517-132

278837

FINANCING STATEMENT

File Number \_\_\_\_\_

Name of Debtor: DUNDICS' ENTERPRISES, INC.

Address: 2448 Holly Avenue, Suite 200

Annapolis, MD. 21401

Secured Party: AMERICAN SYSTEMS CORPORATION

Address: 14200 Park Meadow Drive

Chantilly, VA. 22021

This financing statement covers the following property:

1. All tangible and intangible assets of DUNDICS' ENTERPRISES, INC.

2. Proceeds are also to be covered.



DUNDICS' ENTERPRISES, INC.

*Marton Dundics*  
By: Marton Dundics, President

AMERICAN SYSTEMS CORPORATION

*Mark J. Schuler*  
By: Mark J. Schuler,  
Assistant Secretary

FINANCING STATEMENT FORM UCC-1

Identifying File No. -

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code. \*\*NOT SUBJECT TO RECORDATION TAX\*\*

1. DEBTOR

Name U.S. NAVAL INSTITUTE

Address 2062 GENERALS HIGHWAY ANNAPOLIS, MD 21402

2. SECURED PARTY

Name Decision Data Computer Corporation

Address One Progress Avenue Horsham, PA 19044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

(25) 3596-21  
122 KB  
AND INCLUDING ALL REPLACEMENT EQUIPMENT  
AGT. 824.724.08.011  
10/6/89 3 yrs. Clerk of Circuit Court of Anne Arundel

Name and address of Assignee:

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Vincent M. Dadamo, Atty-in-Fact*  
(Signature of Debtor)  
VINCENT M. DADAMO, ATTY-IN-FACT  
U.S. NAVAL INSTITUTE  
c/o Decision Data Computer Corporation  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Joel F. Sussman, Treasurer*  
(Signature of Secured Party)  
Joel F. Sussman, Treasurer  
Decision Data Computer Corporation

Type or Print Above Signature on Above Line

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517-131

# LEASE/PURCHASE AGREEMENT

TO: DECISION DATA COMPUTER CORPORATION

AGREEMENT NO.: 805-115-11-036

BRANCH OFFICE ADDRESS:  
6440 DOBBS ROAD  
SUITE B  
COLUMBIA, MD. 21045

BRANCH OFFICE NO.: 871

NAME AND ADDRESS OF PURCHASER:  
U.S. NAVAL INSTITUTE  
2062 GENERALS HIGHWAY  
ANNEAPOLIS, MD. 21401

CUSTOMER NO.: 16364-0000

The Purchaser agrees to purchase at the prices specified below and Decision Data Computer Corporation (Decision Data) by its acceptance of this Agreement by signature at its Home Office agrees to sell, on the following terms and conditions, the Equipment and features (called Equipment) listed below.

EQUIPMENT TYPE/FEATURE (A)	QTY. (B)	PURCHASE PRICE			INSTALLMENT PURCHASE MONTHLY CHARGE		NO. OF MONTHLY PAYMENTS (H)	INSTALLMENT PURCHASE PRICE	
		PER UNIT		TOTAL	PER UNIT	TOTAL		PER UNIT	TOTAL
		LIST PRICE (C)	QTY. PRICE (D)	QTY. PRICE (E)	(F)	(G)		(I)	(J)
3596-21	25	1195	747	15725					
Less Down Payment			=	2,215					
Amount Financed			=	16,510		515.00	36		12,340.00
THREE YEAR WARRANTY PER TERMINAL									

CALCULATIONS: Column (E) = (B) x (D)      Column (G) = (B) x (F)      Column (I) = (F) x (H)  
Column (J) = (G) x (H)

Location of Installation. If Equipment is to be at more than one location, use separate continuation sheet for each location.	Total Purchase Price* .....	\$ 16,510.00
	plus	
	Finance Charge .....	\$ 3,830.00
	equals	
Total Lease/Purchase Price .....	\$ 20,340.00	
*Does not include applicable taxes, delivery, installation, interim rent and like charges. See Sections 1, 2, and 6.		

THIS SALE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THE PURCHASER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT ALONG WITH ATTACHMENTS OR EXHIBITS, IF ANY, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. DECISION DATA SHALL NOT BE BOUND BY ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY ANY AGENT, EMPLOYEE, REPRESENTATIVE OR OTHER PERSON IN ITS EMPLOY NOT EMBODIED IN THIS AGREEMENT. FURTHER, THE PURCHASER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING ON DECISION DATA UNLESS ACCEPTED BY AN AUTHORIZED OFFICER AT THE HOME OFFICE OF DECISION DATA.

DECISION DATA COMPUTER CORPORATION  
ACCEPTED BY: Robert A. Pao  
7/1/79  
ROBERT A. PAO  
Sales and Date resident of sales

U.S. NAVAL INSTITUTE  
ACCEPTED BY: JAMES W. PATTERSON  
Name (Type or Print)  
James W. Patterson

1. Terms and Charges  
This Agreement shall become effective upon its execution by an authorized officer of Decision Data.

The monthly charge for each unit of Equipment shall be due on the first day of the month immediately following the Date of Installation of such unit of Equipment and on the first day of each month thereafter until the Lease/Purchase Price for such unit has been paid. In addition to the monthly charge, Purchaser shall pay an interim rental charge for the use of each item of Equipment from the date such unit is installed and accepted by the Purchaser to the first day of the following month at the daily rate of one-thirtieth (1/30th) of the stated monthly charge. In the event the monthly charge is not paid when due, Decision Data may charge a late fee on the overdue amount at a rate not to exceed two (2%) percent per month.

Payment of all other charges assessable under the terms of this Agreement shall be made upon the Purchaser's receipt of the invoice therefor.

The Purchaser agrees to pay when due all taxes, however designed, levied or based or whether payable by Decision Data or in part by the Purchaser, on or relating to this Agreement, any payments to be made hereunder or on the Equipment, including without limitation, personal property taxes, state and local sales, use, privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof, paid or payable by Decision Data, exclusive, however, of taxes based on Decision Data's net income.

The Purchaser may, at any time, prepay all of any part of the balance of the Total Lease/Purchase Price. The Finance Charge applicable to such a prepayment shall be determined in accordance with the "Rule of 78's".

2. Transportation and Installation  
Decision Data will ship the Equipment to the location of installation designated on the face page hereof, F.O.B. Decision Data's plant. The purchaser shall pay all transportation, handling, loading and unloading charges. Except as set forth in Section 6, the day (Monday through Friday) on which Decision Data determines that a unit of Equipment has been placed in good working order shall be considered the Date of Installation of such unit for all purposes of this Agreement.

3. Usage  
The Purchaser shall possess and use the Equipment only in accordance with this Agreement and subject to such other rules as may be prescribed by applicable law. Decision Data shall have the right, upon reasonable prior notice to the Purchaser and during the Purchaser's regular business hours, to inspect the Equipment wherever it may be located.

4. Maintenance and Repair  
The Purchaser shall, at its expense, maintain the Equipment and all additional attachments and accessories thereto, in good condition and running order and provide proper supervision and management over its use and operation in order to preclude its abuse and preserve its operating efficiency until the Total Lease/Purchase Price and all other charges hereunder have been paid. The Purchaser shall be responsible for any loss or damage to the Equipment from any cause whatsoever, repairs, alterations and attachments to the Equipment may be made only by Decision Data, or a qualified third party with the prior written consent of Decision Data. Any additional attachments, accessories, repairs and replacements to the Equipment shall become part of the Equipment. Except for Decision Data's security interest, no action which might result in the creation or attachment of a mechanic's lien or other lien or encumbrance on any item of Equipment shall be permitted.

5. Risk of Loss/Title  
During the period the Equipment is in transit up to the date of delivery to the Purchaser, Decision Data shall insure, if any, relieve the Purchaser of responsibility for all risk of loss or damage to the Equipment. After the date of delivery, the risk of loss or damage shall be on the Purchaser. Upon timely payment by the Purchaser of the Total Lease/Purchase Price and all charges hereunder, title to the Equipment shall pass to the Purchaser and the Purchaser will accept the Equipment "as is" condition. The Purchaser agrees that no transfer, renewal, extension or assignment of this Agreement or any interest hereunder or injury to or loss or destruction of the Equipment shall release the Purchaser from any obligation hereunder.

6. Customer Set-Up Equipment; Date of Installation  
Decision Data may designate certain Equipment to be Customer Set-Up Equipment ("CSU Equipment") which the Purchaser shall install without the assistance of Decision Data, and the Purchaser shall do so in compliance with Decision Data's then current policies and procedures relating to preinstallation planning, installation, usage, and maintenance of CSU Equipment. If, requested by the Purchaser, Decision Data may, in its sole discretion, install CSU Equipment and, in such event, the Purchaser shall pay Decision Data for said service on the basis of Decision Data's then current terms, conditions and prices. For purposes of this Agreement, the Date of Installation of CSU Equipment shall be deemed to be the second business day following the date the Equipment is received by the Purchaser. In the event CSU Equipment arrives at the Purchaser's location damaged, the Purchaser shall immediately notify Decision Data of such damage and Decision Data shall, at its option, either repair or replace said item. Notwithstanding anything else in this Agreement to the contrary, the Purchaser shall be responsible for the cost of any repair or replacement of CSU Equipment within ten (10) days of receipt. Decision Data shall repair or replace the damaged Equipment at the Purchaser's expense based upon Decision Data's then current charges.

Except for CSU Equipment, Equipment purchased under this Agreement shall be installed and placed in good working order by Decision Data, and the Date of Installation for such Equipment shall be the day (Monday through Friday) on which Decision Data determines that the Equipment has been placed in good order.

7. No Abatement  
The monthly payments hereunder are intended to be net to Decision Data. The Purchaser shall not be entitled to any abatement of the monthly payments or other amounts due hereunder or any reduction thereof, including, but not limited to, abatement or reductions due to any present or future claims by the Purchaser against Decision Data or any assignee under this Agreement or otherwise, nor except as otherwise expressly provided herein, shall this Agreement terminate or the obligations of the Purchaser be affected because of any defect in, damage to, or loss or destruction of all or any part of the Equipment from whatsoever cause, interference with its use or for any other cause or reason whatsoever.

8. Purchase Period  
The Purchaser agrees to accept for delivery the total number of items set forth on the face page of this Agreement within six (6) months after this Agreement is executed by an authorized officer of Decision Data (the "Purchase Period"). Notwithstanding the foregoing, if the Purchaser has received a Quantity Purchase Price pursuant to a Lease/Purchase Agreement signed by the Purchaser during the six (6) month period prior to the date of this Agreement, then the "Purchase Period" for purposes of this Agreement shall be the six (6) month period commencing from the date the earlier Lease/Purchase Agreement was executed by an authorized officer of Decision Data.

If the Purchaser fails to accept such deliveries within the Purchase Period, Decision Data may increase the prices for those units not accepted for delivery upon thirty (30) days prior written notice to the Purchaser and require the Purchaser to sign a new Lease/Purchase Agreement for such units evidencing the higher price. The Purchaser may cancel the order for such units by giving written notice to Decision Data within twenty (20) days after the giving of notice of such price increase by Decision Data, otherwise the new prices shall be deemed acceptable to the Purchaser. In the event the Purchaser accepted a Quantity Purchase Price at the time of signing this Agreement and the Purchaser fails to accept for delivery all of the items of Equipment set forth on the face page of this Agreement within the Purchase Period (and such failure is not caused by the negligence of Decision Data), then the Purchaser agrees to pay for such unit of Equipment accepted for delivery during the Purchase Period, within thirty (30) days of the invoice date, an amount equal to the difference between (X) the Quantity Purchase Price as set forth on the face of this Agreement which was used to calculate the monthly charge hereunder for such unit of Equipment and (Y) the Quantity Purchase Price as of the time such unit was delivered that would have been applicable to the quantity of units actually delivered during the Purchase Period.

9. Indemnity  
The Purchaser shall indemnify and hold Decision Data harmless from any loss, claim, damage, action, proceeding or expense to persons or property arising out of or in a manner pertaining to the Equipment or this Agreement, except if such is caused by the negligence of Decision Data, which indemnity shall survive the termination of this Agreement.

10. Warranty  
The Purchaser will be responsible for assuring the proper use, management and supervision of the Equipment and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the Equipment. The Purchaser agrees that Decision Data will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the Equipment:

a. Service and Parts  
For ninety days commencing on the Date of Installation, Decision Data will maintain each unit of the Equipment in good working order at no charge to the Purchaser. At the Purchaser's request, Decision Data will make all necessary adjustments, repairs and parts replacement. All replaced parts will become the property of Decision Data on an exchange basis.

This warranty shall apply to Equipment installed outside a Decision Data service/repair area only if the Purchaser returns the unit in need of warranty service, freight prepaid, to a service center designated by Decision Data. In such event, Decision Data shall not be responsible for any loss or damage to the unit unless caused by the negligence of Decision Data while the unit is in its possession.

Decision Data's obligation is limited to furnishing on an exchange basis replacement parts for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by Decision Data upon inspection.

With respect to Equipment designated by Decision Data as Used Equipment, the Purchaser agrees to purchase such Equipment without warranty in "as is" condition.

Equipment designated on the face of this Agreement to be newly manufactured may consist in part of used components which are warranted equivalent to new when used in the units.

Equipment not designated on the face of this Agreement as newly manufactured will be either units which have been reassembled at a Decision Data plant from serviceable new and used parts which have been thoroughly inspected, tested and checked after assembly for good serviceability and excellent working order or units which have been previously installed with another Decision Data customer.

b. Limitation  
The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, disaster which includes, but is not limited to, fire, flood, water, wind and lightning, transportation, neglect, misuse, failure to provide a suitable environment, which includes, but is not limited to, failure of electric power, air-conditioning, or humidity control, use of supplies, replacement part not supplied by Decision Data, or causes other than ordinary use.

The warranties provided by Decision Data under this Agreement do not include the following services: (i) furnishing supplies, painting or refinishing the Equipment or furnishing material therefor; (ii) electrical work external to the Equipment or installation, maintenance or removal of alterations, attachments or other devices not furnished by Decision Data; and (iii) such service which is impractical for Decision Data to render because of alterations in, or attachments to, the Equipment.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

11. Assignment  
This Agreement, the Equipment and any monthly payments or other sums due or to become due hereunder, or any part of the foregoing, may be transferred or assigned by Decision Data hereunder. The Purchaser agrees that no such transferee or assignee shall assume any obligation of Decision Data hereunder, and that the obligations of the Purchaser hereunder shall not be subject, as against any such transferee or assignee, to any defense, setoff or counterclaim available to the purchaser against Decision Data and that same may be asserted only against Decision Data, otherwise permitted by this Agreement.

The Purchaser shall not assign or otherwise transfer or encumber any of its interest in the Equipment or this Agreement without the prior written consent of Decision Data.

12. Security  
(A) Decision Data reserves a purchase money security interest in each item of Equipment, including all property presently or hereafter incorporated therein or attached thereto, and to the proceeds of the foregoing, until all amounts due to Decision Data from the Purchaser are paid.

(B) The Equipment, accessories and devices furnished under this Agreement shall, at all times and for all purposes, be considered personal property, notwithstanding the manner or mode of its attachment to the Purchaser's premises. The Purchaser shall keep such Equipment free from liens and encumbrances of any kind and shall not remove said Equipment, accessories and devices from the Purchaser's installation site address set forth on the face page hereof, without Decision Data's prior written consent. The Purchaser agrees to furnish Decision Data, at Decision Data's request, with a landlord's waiver and consent to remove all, if any, of the Equipment that is affixed or to be affixed to realty during the term of this Agreement, such release to be furnished prior to such affixation.

(C) The Purchaser shall be fully responsible for the care and safekeeping of all Equipment, accessories and devices covered hereby after the date of delivery to the Purchaser's premises and shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance thereon, during the term hereof, for the full replacement value thereof of the total amount owed by Purchaser under this Agreement, whichever is greater, naming Decision Data as an additional insured and with loss payable to Decision Data and the Purchaser as their interests may appear. In addition, the Purchaser shall procure and maintain such liability insurance coverage as may be required by Decision Data. Evidence of all of such coverage shall be provided by a certificate of insurance which is to be submitted to Decision Data and shall be satisfactory to Decision Data; such certificate to provide that in the event of cancellation or of material change in the policy, ten (10) days prior written notice of such action shall be given to Decision Data. Decision Data, at its option, may apply any proceeds of such insurance to replace the Equipment or to pay the Purchaser's obligation hereunder. If the Purchaser fails to provide such insurance or within ten (10) days after Decision Data's request fails to deliver the required certificates to Decision Data, then Decision Data may procure such insurance and add the cost to the next due monthly payment, which the Purchaser agrees to pay. The Purchaser appoints Decision Data as the Purchaser's attorney in fact to make claim for, receive payment and execute and endorse all documents, checks or drafts received in payment for any claim under any policy of insurance. In the event that such insurance shall be included under a policy covering the Purchaser's own property, such policy shall contain a clause reading substantially as follows: "including the property of others which the assured has agreed to insure prior to loss or damage or for which the assured may be liable in the event of loss or damage..."

(D) The Purchaser agrees to execute any financing statement and all other documents requested by Decision Data to protect the purchase money security interest in the Equipment hereby assigned to Decision Data, such documents to comply with state and local requirements for filing and recording. If the Purchaser fails to execute any such documents, Decision Data is hereby given the power and authority to execute same in the Purchaser's name. A copy of this Agreement and the documents requested by Decision Data shall be filed with the appropriate state and/or local authorities at any time after signature by the Purchaser as a financing statement in order to perfect Decision Data's security interest. Such filing does not constitute acceptance of this Agreement by Decision Data.

13. Default Remedies Upon Default  
Should the Purchaser (a) default in the payment of any money due hereunder for more than ten (10) days after such sum is due, or (b) default in the performance of any other obligations under this Agreement for more than fifteen (15) days after the Purchaser's receipt of written notice hereof from Decision Data, or (c) default under any other existing or future agreement with Decision Data or (d) cease doing business as a going concern, commit an act of bankruptcy and/or become the subject of any involuntary proceeding under the Bankruptcy Act, and such proceeding is not vacated within thirty (30) days, or (e) remove, sell, transfer, encumber, solet or part with possession of any Equipment or attempt to permit the same, then all unpaid installments and other charges due hereunder shall immediately become due and payable and the Purchaser agrees to return the Equipment to Decision Data or its assigns on demand, in the event of any of the foregoing defaults. Decision Data may, at its option do any or all of the following: (i) proceed by appropriate court action, either at law or in equity, to enforce performance by the Purchaser of the applicable terms and conditions of this Agreement or to recover damages for breach thereof; (ii) terminate this Agreement; (iii) whether or not this Agreement is terminated, take immediate possession of any or all of the Equipment, if not returned by the Purchaser, wherever situated, and for such purpose, enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease the Equipment as Decision Data, in its sole discretion, shall deem proper. Decision Data may, at its option do any or all of the following: (i) recover all such costs and expenses incurred by Decision Data on account of such default, including all court costs and reasonable attorney's fees. In the event Decision Data determines to sell the Equipment, it may do so at least ten (10) days notice before the time of any intended public sale or of the time after any private sale or other disposition of the Equipment is to be made at which said Decision Data's assigns may purchase. The proceeds thereof, less expenses of taxing, recording, filing, insuring and attorney's fees, shall be credited against the amount owed. After such credit is made, any surplus shall remain fully available for payment of any unpaid damages for breach of this Agreement. Any surplus, however, is to be paid to the Purchaser. The rights provided Decision Data under this Section shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. The failure of either party at any time to enforce performance by the other party of any provision hereof or the waiver by one party of a breach of any provision by the other shall in no way constitute a waiver of any such succeeding breach or affect the right to require such performance at any time thereafter.

14. Patent Infringement  
Decision Data will defend, at its own expense, any action brought against the Purchaser to the extent that it is based on a claim that the Equipment supplied by Decision Data infringes a United States patent, and Decision Data will pay those costs and damages finally awarded against the Purchaser in any such action which are attributable to any such claim, but such defense and payment are conditioned on the following: (i) that Decision Data shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that Decision Data shall have sole control of the defense of any action on such claim and shall negotiate for the settlement or compromise, if any, of such claim, and shall prosecute the same, and the Purchaser shall be the subject of a claim of infringement of a United States patent, that the Purchaser shall permit Decision Data, at its option and expense, either to procure for the Purchaser the right to continue using the Equipment, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such Equipment as so depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the Equipment as established by Decision Data.

Decision Data shall have no liability to Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of Equipment furnished hereunder with Equipment or devices not made by Decision Data. The foregoing states the entire liability of Decision Data with respect to infringement of patents by the Equipment or any parts thereof.

15. Limitation of Remedies  
Decision Data's entire liability and the Purchaser's exclusive remedy shall be as follows: Decision Data's liability for damages to the Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or twelve (12) monthly charges for the specific unit of Equipment that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to the payment of costs, damages and attorney's fees referred to in the Section entitled "Patent Infringement" or to claims for personal injury or damage to real property or tangible personal property caused by Decision Data's negligence.

In no event will Decision Data be liable for any damages caused by the Purchaser's failure to perform the Purchaser's responsibilities, or for any lost profits or savings or other consequential damages, regardless of the form of action, whether in contract or in tort including negligence, even if Decision Data has been advised of the possibility of such damages or for any claim against the Purchaser by any other party.

16. General  
This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in a writing signed by an authorized representative of the party against whom it is sought to be enforced.

In the event that Decision Data shall accept Purchaser's Purchase Order for the Equipment shown on the face of this Agreement or Equipment to be purchased under this Agreement, the terms and conditions of such Purchase Order shall be void and have no force or effect and shall be superseded by the terms and conditions of this Agreement.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any notice to be given to Decision Data hereunder shall be in writing and mailed to Decision Data Computer Corporation, 100 Wilmet Road, Horsham, Pennsylvania 19044, or, if to the Purchaser, at the address of the Purchaser shown on this Agreement, or to such other address as either party shall have theretofore designated by notice in writing.

In the event that any of the terms of this Agreement be or become or are declared to be illegal by any court or tribunal of competent jurisdiction, such terms or term shall be null and void and shall be deemed deleted from this Agreement, and all of the remaining terms of this Agreement shall remain in full force and effect.

517-136

278853

FINANCING STATEMENT

- 1. X To Be Recorded in the Financing Records of Anne Arundel County.
- 2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the State of Maryland.
- 3. \_\_\_\_\_ Not Subject to Recordation Tax.
- 4. X The initial debt is in the principal amount of \$125,000.00 of which sum \$101,000.00 is subject to Recordation Tax. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor Name Address

NILDA M. COLLINS, D.M.D.,  
M.D.S., P.A. 2114 General's Highway  
Annapolis, Maryland 21401

6. Secured Party Address

First National Bank of Maryland 18 West Street  
Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

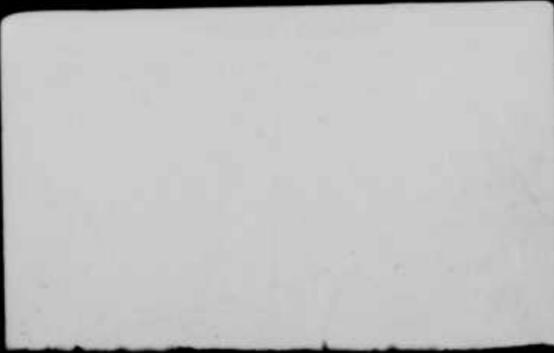
D. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all monies due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds

707  
2

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263 8855

FB001139



517 137

and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment and Fixtures. All of the equipment and fixture of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and on-cash proceeds and products thereof.

8. All or a portion of the property described above is located and/or affixed or is to be affixed to 2114 General's Highway, Annapolis, Maryland 21401.

DEBTOR:	SECURED PARTY:
NILDA M. COLLINS, D.M.D., M.D.S., P.A.	FIRST NATIONAL BANK OF MARYLAND
BY: <u><i>Nilda M. Collins</i></u> (SEAL) NILDA M. COLLINS, President	BY: <u><i>Stephanie Yancy</i></u> (SEAL) STEPHANIE YANCY, Assistant Vice President

Address where Collateral will be located:

2114 General's Highway  
Annapolis, Maryland 21401

Mr. Clerk: Please return to: William H. Buck  
P.O. Box 1911  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS MD 21404  
(301) 263-8855

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 547 PAGE 138 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

278864

1. DEBTOR

Name Melvin C. & Dorothy A. Thomas D/B/A Thomas Services

Address 1335 Baltimore- Annapolis Road Arnold, Md. 21012

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc.

Address 6300 Crain Highway Upper Marlboro, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Case Model 1840 Uniloader  
Serial # JAF0045725
- 1- Eager Beaver Model AP10 Trailer  
VIN# 112AAh200KL031704
- 1- M.B. Model LB Pickup Sweeper  
Serial # 17-0024

Name and address of Assignee

**J. I. Case Credit Corp.**  
P. O. Box 292  
Racine, WI 53401

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Melvin C. Thomas  
(Signature of Debtor)

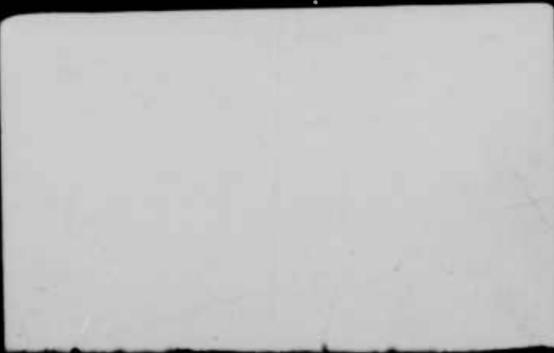
Melvin C. Thomas  
Type or Print Above Name on Above Line

Dorothy A. Thomas  
(Signature of Debtor)

Dorothy A. Thomas  
Type or Print Above Signature on Above Line

Jay R. Weamer Sales Manager  
(Signature of Secured Party)  
Jay R. Weamer Sales Manager  
Suit & Wells Equipment Co. INC.  
Type or Print Above Signature on Above Line

1350



**FINANCING STATEMENT**  
 Uniform Commercial Code Form UCC-1  
 IMPORTANT-Please read instructions on  
 reverse side of page 4 before completing

**PARTIES**

Debtor name (last name first if individual) and mailing address:  
 FERTIG LINDA M.  
 143 CHESAPEAKE CT  
 HANOVER MD 21076

Debtor name (last name first if individual) and mailing address:  
 143 CHESAPEAKE CT  
 HANOVER MD 21076

Debtor name (last name first if individual) and mailing address:  
 143 CHESAPEAKE CT  
 HANOVER MD 21076

Secured Party(ies) names(s) (last name first if individual) and address  
 for security interest information:  
 CHESAPEAKE MOBILE HOMES, INC.  
 P.O. BOX 288  
 MILLERSVILLE, MD 21108

Assignee(s) of Secured Party name(s) (last name first if individual) and  
 address for security interest information:  
 GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable)  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor,"  
 respectively  
 The terms "Debtor" and "Secured Party" mean "Consignee" and  
 "Consignor," respectively  
 Debtor is a Transmitting Utility

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect  
 a security interest in collateral (check applicable box(es)):-  
 a.  acquired after a change of name, identity or corporate structure of  
 the Debtor.  
 b.  as to which the filing has lapsed.  
 c. already subject to a security interest in another county in Pennsylvania-  
 when the collateral was moved to this county  
 when the Debtor's residence or place of business was moved to  
 this county.  
 d. already subject to a security interest in another jurisdiction-  
 when the collateral was moved to Pennsylvania  
 when the Debtor's location was moved to Pennsylvania  
 e.  which is proceeds of the collateral described in block 9, in which a  
 security interest was previously perfected (also describe proceeds in  
 block 9, if purchased with cash proceeds and not adequately  
 described on the original financing statement).

Secured Party Signature(s)  
 (required only if box(es) is checked above)

CHESAPEAKE MOBILE HOMES, INC.  
*Diana S. Lubenstein, Agent*

Filing No. (stamped by filing officer): **517-139**  
 Date, Time, Filing Office (stamped by filing officer): **275805**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code  
 and is to be filed with the (check applicable box)  
 Secretary of the Commonwealth  
 Prothonotary of \_\_\_\_\_ County  
 real estate records of \_\_\_\_\_ County

Number of Additional Sheets (if any) \_\_\_\_\_  
 Optional Special Identification (Max. 10 characters) \_\_\_\_\_

**COLLATERAL**  
 Identify collateral by item and/or type:  
 1986 HOLLY PARK HOLLY PARK 14 X 70  
 SERIAL # 16249 AND INCLUDING ALL FURNITURE, FIXTURES,  
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO  
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER  
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
 OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT  
 DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS  
 DEFINED AT 16 CFR 444.111) OR THE STATE LAW  
 EQUIVALENT STATUTE."  
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate boxes):-  
 a.  crops growing or to be grown on -  
 b.  goods which are or are to become fixtures on -  
 c.  minerals or the like (including oil and gas) as extracted on -  
 d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or  
 minehead on -  
 the following real estate  
 Street Address \_\_\_\_\_  
 Described at Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
 for \_\_\_\_\_ County Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet  
 Name of record owner (required only if no Debtor has an interest of record) \_\_\_\_\_

**DEBTOR SIGNATURE(S)**  
 Debtor Signature(s):  
 1 FERTIG LINDA M. x *Linda M Fertig*  
 1a  
 1b

**RETURN RECEIPT TO:**  
 GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE, VA 22192

547 140

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. \_\_\_\_\_

Page No. Book 502 Page 174

Identification No. \_\_\_\_\_

Dated \_\_\_\_\_

1. Debtor(s) { William G. and Louise White Christmas  
Name or Names—Print or Type  
2439 Monkton Road, Monkton, MD 21111  
Address—Street No., City - County State Zip Code

2. Secured Party { Sterling Bank and Trust Company (Successors to Sterling Savings  
Name or Names—Print or Type Association)  
111 Water Street, Suite 201, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Examination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

J.F. CLERK  
H. L.  
AA 10.

Dated: September 28, 1989

Sterling Bank and Trust Company  
Name of Secured Party

Patricia A. Jenkins  
Signature of Secured Party

Patricia A. Jenkins, Senior Vice President  
Type or Print (Include Title if Company)

108

517 141

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Rob Harris, Inc.
(Name or Names—Last Name First)
7997 Nolecrest Rd., Glen Burnie, MD 21061
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

1-Bomag 172D Vibratory Roller
S/N 520125750

RECORD FEE
POSTAGE
#4810-30



M. ERLE
AA LU. CIRCUIT

- 5. Proceeds of collateral are covered hereunder: YES [ ] NO [ ]
6. Products of collateral are covered hereunder: YES [ ] NO [ ]
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 9th day of Oct, 19 87

DEBTOR: Rob Harris, Inc. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
By: Rob Harris (Title) By: Thomas B. Logan, President (Title)

FOR FILING OFFICER USE
File No. Date and Hour of Filing
Record Reference

1/5

278557

517 142

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Ferguson Trenching Co., Inc.  
(Name or Names—Last Name First)  
123 Revell Hwy., Annapolis, MD 21401  
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.  
(Name or Names)  
4601 Washington Blvd., Baltimore, MD 21227  
(Address)

3. ASSIGNEE OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

1-Mihcigan L-70 Loader S/N 60633  
w/ 2.25 CY Bucket & Edge  
60" Carrier & (2) 48" Tines



RECORD FEE  
POSTAGE  
#9431040  
M. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Jobsite: White Rock Sub Station  
Howard County

- 5. Proceeds of collateral are covered hereunder: YES  NO
- 6. Products of collateral are covered hereunder: YES  NO
- 7. This transaction is exempt from the Recordation Tax.

Clerk, Circuit Court for Howard County

8. Filed with: Clerk, Circuit Court for Anne Arundel County  
Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.  
4601 Washington Blvd.  
Baltimore, MD 21227

Dated this 28th day of Sept, 19 89

DEBTOR: Ferguson Trenching Co., Inc.

SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.

By: Stanley R. Ferguson  
(Title)

By: Thomas B. Logan  
Thomas B. Logan, President (Title)

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

172

278868

547-143

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/27/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ <sup>Lessee</sup> UNC, INCORPORATED, UNC Naval Products Division  
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ <sup>Lessor</sup> General Electric Capital Corporation  
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list)  
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New National Forge Hot Isostatic Press System with Gas Chromatography System and a Spare Furnace, s/n 51A1103-01-001. Includes all proceeds, replacements and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.  
Not Subject to Recordation Tax.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 11.00  
#481650 0777 NOV 11 1989  
10/15/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Thomas Kelly  
(Signature of ~~Debtor~~ Lessee)  
UNC, INCORPORATED, UNC Naval Products Division

~~SECURED PARTY~~ Lessor

Thomas Kelly  
(Signature of Debtor)

(Name of Dealership)  
By Matthew REGION CREDIT ANALYST  
(Signature of ~~SECURED PARTY~~) Lessor  
General Electric Capital Corporation  
Type or Print Above Name on Above Line

Type or Print Above Signature on Above Line

Clerk of Circuit Court, Anne Arundel County, MD.

*[Handwritten mark]*



517 141

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name, First) and address(es)

Ellen & Donald K. Thompson  
1 rose Court  
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

L-J LEASING COMPANY  
P.O. BOX 21472  
BALTIMORE, MD 21208-0472

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#481680 0777 R03 T14:31  
10/13/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

J. F. GLENN

4. This statement refers to original Financing Statement bearing File No.

271040 Book 521  
12-28 1987 Pg 302

Filed with Anne Arundel Date Filed

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

ASSIGNED TO:  
SOVRAN BANK  
31 LIGHT ST.  
BALTIMORE, MD 21202

No. of additional Sheets presented:

Sovran Bank

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1588 STANDARD FORM - FORM UCC-3

547 145

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Samuel & Cheryl Howard III  
dba Wholesale Transmissions  
403 Headquarters Drive  
Millersville, MD 21108

2. Secured Party(ies) and address(es)

L-J LEASING COMPANY  
P.O. BOX 21472  
BALTIMORE, MD 21208-0472

For Filing Officer (Date, Time and Filing Office)

J. F. CLERK  
RECORD FEE 10.00  
POSTAGE .50  
#481690 0777 R03 T14:31  
10/13/89

4. This statement refers to original Financing Statement bearing File No. 265628 BK 507 Pg 12  
Filed with Anne Arundel Date Filed 1-15 1989

PAUL SCHAFER  
AD CO. CIRCUIT COURT

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

L-J Leasing Company

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Quise Gertz  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

547 146

NOT TO BE RECORDED IN LAND RECORDS

278869

NOT SUBJECT TO RECORDING TAX

**FINANCING STATEMENT**

C & D Performance Center Inc.

Name or Names - Print or Type

1. LESSEE(S)

1022 E. Patapsco Avenue, Brooklyn, MD 21225

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company  
600 Reisterstown Road  
23-25 Walker Avenue

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Industrial Air Compressor Model C521E80V S/N 11919

RECORD FEE 11.00  
POSTAGE .50  
#481700 0777 R03 T14:32  
10/13/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

ASSIGNED TO:  
SOVRAN BANK  
31 LIGHT ST.  
BALTIMORE, MD 21202

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) : C & D Performance Center Inc.

LESSOR : L-J Leasing Company

By: James E. Copas  
Signature of Lessee  
James E. Copas

By: Louise E. Neutze  
Signature of Lessor  
Louise E. Neutze, Mgr.

Type or Print

Irene A. Driggers  
Signature of Lessee  
Irene A. Driggers

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company

23-25 Walker Avenue, Suite 203, P.O. Box 2147,  
Baltimore, Maryland 21208-0472

115

278870

547 147

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

### FINANCING STATEMENT

Discovery Learning Center

1. LESSEE(S) Discovery Learning Center  
8031 Green Forest Drive, Pasadena, MD 21122  
 Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company  
~~600 Reisterstown Road~~  
23-25 Walker Avenue Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Silver Reed SR10 Copier Ser#46045809

ASSIGNED TO:  
SOVRAN BANK  
31 LIGHT ST.  
BALTIMORE, MD 21202

- 4. If above described personal property is to be affixed to real property, describe real property
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are covered.
- 7. Products of collateral are covered.

RECORD FEE 11.00  
POSTAGE .50  
#481710 0777 R03 114-32  
10/13/89

TW H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

LESSEE(S): Discovery Learning Center

LESSOR: L-J Leasing Company

By: Susan Westenburger  
Signature of Lessee  
Susan Westenburger

By: Louise E. Neutze  
Signature of Lessor  
Louise E. Neutze, Mgr.

Type or Print  
Signature of Lessee  
Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company  
2325 Walker Avenue, Suite 203 PO Box 21472  
Baltimore, Maryland 21208-0472

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

517 148

278871

ANNE ARUNDEL CLERK OF CIRCUIT COURT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$ \_\_\_\_\_

Identifying File No. \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
1. DEBTOR (OR ASSIGNOR)

Name Howard Wadkins T/A WADKINS CONSTRUCTION COMPANY

Address 8338 Elm Road, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Siems Rental & Sales Co., Inc.

Address 3683 Clipper Mill Road

Baltimore, Maryland 21211

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Lull Highland High-Lift, Model 844, S/N JDO 1428LN Complete with all attachments now and hereinafter acquired.

RECORD FEE 12.00

POSTAGE .50



#481720 0777 R03 T14:33

10/13/89

H. ERIE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Howard Wadkins T/A  
WADKINS CONSTRUCTION COMPANY

(Signature of Debtor or Assignor)

*Howard Wadkins*

(Signature of Debtor or Assignor)  
Howard Wadkins

SIEMS RENTAL & SALES CO., INC.

(Signature of Secured Party or Assignee)

*Marylin W. Abbott*

(Signature of Secured Party or Assignee)  
Marylin W. Abbott, Vice President

12.50

547-149

A.A. County

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$19,00.00

278872

FINANCING STATEMENT

1. Debtor(s):

F. Scott Jay & Company, Inc.  
Name or Names--Print or Type  
214 Najoles Drive, Millersville, Md. Anne Arundel 21108  
Address--Street No. City-County State Zip Code  
Name or Names--Print or Type  
Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile Safe Deposit & Trust Company  
Name or Names--Print or Type  
#2 Hopkins Plaza Baltimore, Maryland 21201  
Address--Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property (describe):  
(Attach list if necessary.)

See ATTACHED schedule A

RECORD FEE 11.00  
RECORD TAX 133.00  
POSTAGE .50  
481730 CITY R03 114:34  
10/13/99  
H. ERIC SCHAFER  
AA CO. CIRCUIT COURT

4. If collateral is crops, describe real estate.

5. Proceeds of collateral  are  are not covered.

6. Products of collateral  are  are not covered.

Debtor(s):

Secured Party:

[Signature]  
(Signature of Debtor)

F. Scott Jay & Company, Inc.  
Type or Print

Mercantile Safe Deposit & Trust Company  
(Company, if applicable)

\_\_\_\_\_  
(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print

David R. Bowen, Vice President  
Type or Print (Include title if Company)

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address Mercantile Safe Deposit & Trust Co.  
2 Hopkins Plaza  
Commercial Loan Dept., 5th Floor  
Baltimore, Maryland 21201  
ATTN: Esther Dalton

11-  
133.50

547 150

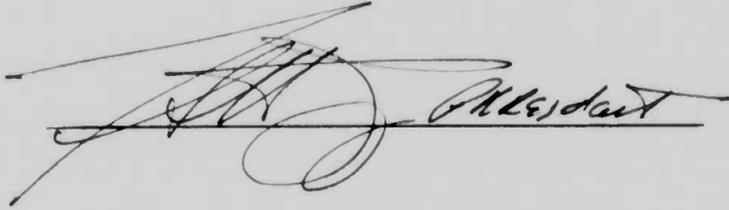
SCHEDULE "A"

Equipment

All of the below listed machinery, equipment, furniture, fixtures and other personal property of Debtor, together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

1 2460 Key Service Unit  
1 A.C. Line Surge Protector  
1 C.O. Lightning Protection  
1 Remote Diagnostics  
5 Station A Cards  
2 COU Line Cards  
2 8 Button Phones  
26 24 Button Key Sets w/LCD  
1 Battery Back-up  
1 DSS/BLF Console  
1 40 Watt Amplifier  
11 Jacks for PF at KSU  
2 6 Block Lightning Protectors  
1 24 Button LCD Key Set  
2 6 Block Lightning Protection  
2 Single Lightning Protection

Phones

  
A. J. Alford

STATE OF MARYLAND

517 RE 151

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255303

RECORDED IN LIBER 481 FOLIO 547 ON Jan. 22, 1985 (DATE)

1. DEBTOR

Name William R Gardner & Linda C. Gardner

Address 1016 Sunnybrook Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Ass'n.

Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>Esprit Computer System Including All Processing Equipment</p> <p style="text-align: right;">RECORD FEE 0.00 POSTAGE .50 #481740 0777 R03 11/13/84 11/13/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	

Dated October 4, 1989

Anne Arundel County

Irvington Federal Savings & Loan Ass'n.

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

1054

71-14

517-152

255303

BOOK - 481 PAGE 547

TO BE RECORDED IN LAND RECORDS       SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE RECORDED IN LAND RECORDS       NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s):

WILLIAM R. GARDNER, JR  
 Name or Names—Print or Type  
1016 SUNNYBROOK DR GLEN BURNIE Md 21061  
 Address—Street No., City - County State Zip Code

LINDA C. Gardner  
 Name or Names—Print or Type  
1016 SUNNYBROOK DR GLEN BURNIE Md 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS AND LOAN  
 Name or Names—Print or Type  
4106 FREDERICK AVE BALTO Md 21229  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1- ESPRIT COMPUTER SYSTEM INCLUDING ALL PROCESSING EQUIPMENT

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

William R Gardner  
 (Signature of Debtor)  
WILLIAM R GARDNER  
 Type or Print  
Linda C Gardner  
 (Signature of Debtor)  
LINDA C GARDNER  
 Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN  
 (Company, if applicable)  
William J Otty, UP  
 (Signature of Secured Party)  
WILLIAM J OTTY UP  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN  
 Lucas Bros. Form F-1 4106 FREDERICK AVE  
BALTIMORE, Md. 21229  
 Mailed to: \_\_\_\_\_

E. AUBREY COLLISON  
CLERK

1985 JUN 22 PM 4:33

MP

RECORD FEE 12.00  
 POSTAGE .50  
 HQ0249 0055 002 71653

JUN 22 1985

12/50

1250

278873

517 153

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) D.S. & Associates, Inc. T/A Bay Yacht Agency 326 1st Street Annapolis, MD 21403	2 Secured Party(ies) and address(es) AT&T Credit Corporation P.O. Box 1008 Chadds Ford, PA 19317	For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED 10:00 POSTAGE .50 #481350 077 R03 71442 10/23/87 H. ERLE SCHAFER AA CIVIL CIRCUIT COURT
---	---	---

4 This financing statement covers the following types (or items) of property

All of the Debtor's present and hereafter acquired inventory, machinery, equipment, all goods, merchandise or other personal property held by the Debtor for sale or lease and all furniture and fixtures, accounts receivable, contract rights, chattel paper, instruments and documents, all attachments, accessories and additions to the foregoing, substitutions and replacements thereto, and all right, title and interest of the Debtor therein and therein, and all proceeds and products of any of the foregoing, including, without limitation, insurance proceeds.

5 Assignee(s) of Secured Party and Address(es)

"NOT SUBJECT TO RECORDATION TAX"

This statement is filed without the debtor's signature to perfect a security interest in collateral: (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with: Anne Arundel County

Check  if covered,  Proceeds of Collateral are also covered,  Products of Collateral are also covered. No. of additional Sheets presented:

D.S. & Associates, Inc. T/A Bay Yacht Agency	AT&T Credit Corporation
By <u>[Signature]</u> Signature(s) of Debtor(s)	By <u>[Signature]</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

1138

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF \$ 89582  
PAID

547 154

FINANCING STATEMENT

278874

1. Debtor (s):

Ace Worldwide Moving & Storage Co.  
Name or Names—Print or Type

7229 Montevideo Road, Jessup, Maryland 20794  
Address—Street No., City - County State Zip Code

\_\_\_\_\_  
Name or Names—Print or Type

\_\_\_\_\_  
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. II  
Name or Names—Print or Type

701 Cathedral Street, Baltimore, Maryland 21201  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CCIV Security System



RECORDING FEE 11.00  
POSTAGE 1.00  
#48 10/13/87  
H. LEE SCHAFER  
AA CO. CIRCUIT CLERK

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S) Charles Eichenlaub, President  
(Signature of Debtor)

SECURED PARTY  
Harbor Leasing Associates II  
(Company, if applicable)

Charles L. Eichenlaub, President  
Type or Print

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print

Mark Kaplan  
Type or Print (Include title if Company)

Mark W. Kaplan, Partner

To THE FILING OFFICER After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

FILING FOR INFORMATIONAL PURPOSES ONLY.  
Filing this equipment lease does not create a security interest.

157

11.30  
 TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

89409  
RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ 279875  
A.A.  
CO

547-135  
FINANCING STATEMENT

1. Debtor (s):

The Gerard Company  
Name or Names—Print or Type  
1540 G. Charwood Road, Hanover, MD 21076  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. II  
Name or Names—Print or Type  
701 Cathedral Street, Baltimore, Maryland 21201  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Panafax UF 250

4. If above described personal property is to be affixed to real property, describe real property.

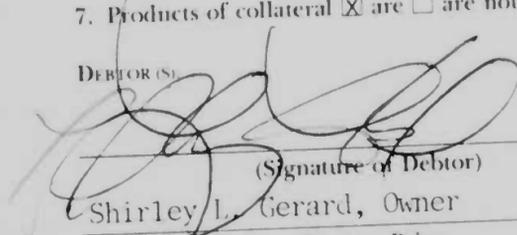
5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

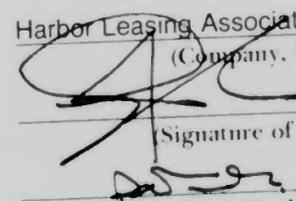
DEBTOR(S)

SECURED PARTY

  
(Signature of Debtor)  
Shirley L. Gerard, Owner  
Type or Print

Harbor Leasing Associates II  
(Company, if applicable)

(Signature of Debtor)

  
(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

FILING FOR INFORMATIONAL PURPOSES ONLY.  
Filing this equipment lease does not create a security interest.

115

1030  
A.A. Co.

86-370

547-156

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXX Book 496  
XXX

Page 495  
XXX

Identification No. 261169

Dated 4/8/86

1. Debtor(s) ( Jesse C. Moore  
Name or Names—Print or Type  
( 10606 Parish Lane, Mitchellsville, MD 20716  
Address—Street No., City - County State Zip Code

2. Secured Party ( HARBOR LEASING ASSOCIATES  
Name or Names—Print or Type  
( 701 CATHEDRAL STREET, BALTIMORE MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>TERMINATION</b></p>

Dated: 7/15/89

HARBOR LEASING ASSOCIATES

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

154

A.A. Co.

86-647

547-157

10-33

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXX Book 509

XXXXX Page 234

Identification No. 266411

Dated 3/9/87

1. Debtor(s) { Storton, Taylor & Associates  
Name or Names—Print or Type  
#206, Hall Prof. Bldg., 68 MD Rt. 3 N., Millersville, MD  
Address—Street No., City - County State Zip Code 21108

2. Secured Party { HARBOR LEASING ASSOCIATES  
Name or Names—Print or Type  
701 CATHEDRAL STREET, BALTIMORE MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>TERMINATION</b></p>

RECORD FEE 10.00  
POSTAGE .20  
#40120 CIVIL NO. 12445  
10/15/89  
R. FILE SCHWEP  
AA CO. CIRCUIT COURT



Dated: 7/15/89

HARBOR LEASING ASSOCIATES  
Name of Secured Party

*[Signature]*  
Signature of Secured Party

MARK M. CAPLAN, PARTNER  
Type or Print (Include Title if Company)

155

10-50

A.A. Co.

87-767

547-158

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

~~BOOK~~ Book 515

~~FOLIO~~ Page 143

Identification No. 268744

Dated 7/24/87

1. Debtor(s) { Moulin de Paris  
 Name or Names—Print or Type  
 578 Benfield Rd., Severna Park, MD 21146  
 Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES  
 Name or Names—Print or Type  
 701 CATHEDRAL STREET, BALTIMORE MD 21201  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/>          (Indicate whether amendment, termination, etc.)  <b>TERMINATION</b></p>

RECEIVED  
 POSTAGE  
 BALTIMORE CITY MD 21201  
 10/22/87  
 N. TR. SUMMER  
 AA DL. CREDIT ONLY

Dated: 7/15/89

HARBOR LEASING ASSOCIATES  
Name of Secured Party

*[Signature]*  
Signature of Secured Party

MARK M. CAPLAN, PARTNER  
Type or Print (Include Title if Company)

1/5/89

278876

Financing Statement

547 159

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax;  
Principal Amount is \$350,000.00  
See attached certificate
- To Be Recorded in Land Records of \_\_\_\_\_

- SDAT  
Anne \_\_\_\_\_
- Arundel County
- Other \_\_\_\_\_

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
Lube Cube, Inc.	Suite 7, Brightview Business Center 8360 Maryland Route 3	Millersville,	MD 21108

2. Secured Party: CHASE BANK OF MARYLAND  
10 East Baltimore Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

All Equipment - All machinery, equipment (including automotive equipment), fixtures, appliances, implements, furniture, cooling and heating apparatus, and all such goods of similar nature used in, or in connection with, any real estate or establishment owned, leased, or in the possession of the Debtor, in the operation of the Debtor's business, now owned or hereafter acquired, together with all the appurtenances or parts thereto belonging, or which hereafter may be added or attached thereto, and all replacements, substitutions therefor or thereto, including, without limiting the generality of the foregoing, all such goods listed in the schedule hereto attached (if attached) made a part hereof and marked "Schedule A."

Inventory, Etc. - All inventory, documents of title and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and good will, now existing or hereafter arising.

Accounts Receivable, Etc. - All accounts, contract rights, instruments, chattel paper and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and goodwill now existing or hereafter arising.

RECORD FEE 17.00  
RECORD TAX 59.50  
TAX .50

21

172  
59.50

8318719 DUES RD4 T10:22  
10/16/89  
H. ERLE SCHAFER  
DA CO. CIRCUIT COURT

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

If none of the foregoing boxes are checked, this Financing Statement applies to all of the above types of property.

If collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

SECURED PARTY:

CHASE BANK OF MARYLAND

By: C. Richard Gamper, Jr.

C. Richard Gamper, Jr.  
(Type Name)

Vice President  
(Title)

DEBTOR(S):

LUBE CUBE, INC.

By: Joseph P. Allwein

Joseph P. Allwein, President

\_\_\_\_\_  
Type or Print Name and Title of Each Signature

October 13, 1989  
(Date Signed by Debtor(s))

547 161

CERTIFICATE AS TO MARYLAND RECORDATION TAX COMPUTATION  
WHEN COLLATERAL CONSISTS OF BOTH REAL AND  
PERSONAL PROPERTY (i) LOCATED PARTLY IN THE STATE  
AND/OR (ii) LOCATED IN MORE THAN ONE COUNTY AND/OR  
(iii) INCLUDES EXEMPT COLLATERAL  
(PURSUANT TO SECTIONS 12-105(a)(3), 12-108(k)  
AND 12-110(b) OF THE TAX-PROPERTY ARTICLE)

TO: Clerk, Circuit Court of Anne Arundel County (the "County")

RE: Loan in the original principal amount of \$350,000 from  
Chase Bank of Maryland  
to Lube Cube, Inc.  
(the "Debtor").

With respect to the Loan and the collateral for the Loan, with respect to which the accompanying Deed of Trust/Mortgage and/or Financing Statement(s) (the "Instruments") are being given, the undersigned certifies to the best of its knowledge and information as follows:

- |  |                                 |
|--|---------------------------------|
| 1. Total principal amount of debt secured  | \$ <u>350,000.00</u>            |
| 2. Fair market value of all collateral   | \$ <u>428,000.<sup>00</sup></u> |
| 3. Fair market value of all collateral located outside the County                                      | \$ <u>-0-</u>                   |
| 4. Fair market value of exempt personal property collateral located <u>within</u> the County:          |                                 |
| a. Inventory   | \$ _____                        |
| b. Contract rights, general intangibles and accounts   | \$ <u>418,000.<sup>00</sup></u> |
| c. Farm products or equipment used in farming operations   | \$ _____                        |
| d. Vehicles and vessels  | \$ _____                        |
| Total fair market value of exempt collateral (sum of a through d)                                      | \$ <u>418,000.<sup>00</sup></u> |
| 5. Fair market value of <u>nonexempt</u> personal property collateral located <u>within</u> the County | \$ <u>10,000.<sup>00</sup></u>  |
| 6. Fair market value of real property collateral located <u>within</u> the County                      | \$ _____                        |
| 7. Computation of Recordation Tax Due to the County:   |                                 |
| a. Fair market value of collateral subject to Recordation Tax (#2 minus #s 3 and 4)                    | \$ <u>10,000.<sup>00</sup></u>  |

547-162

- b. Computation of Portion of Debt That is Subject to Recordation Tax in the County upon the filing of Instruments:

Total Debt Secured (#1 above)	x	Value of Nonexempt Collateral in the County (#7a above) Value of All Collateral (#2 above)	=	Portion of Debt Secured by the Instruments Taxable in the County
-------------------------------	---	---	---	--

\$ 350,000. <sup>00</sup>	x	\$ <u>10,000.<sup>00</sup></u> \$ <u>428,000.<sup>00</sup></u>	=	\$ <u>8,178.<sup>00</sup></u>
---------------------------	---	---	---	-------------------------------

- c. Computation of Recordation Tax:

Portion of Debt Secured Taxable in the County (#7b above)	x	Rate of Recordation Tax in the County	=	Recordation Tax Payable
---	---	---------------------------------------	---	-------------------------

\$ <u>8,178.<sup>00</sup></u>	x	\$ <u>3.<sup>50</sup></u> \$ 500 *	=	\$ <u>59.<sup>50</sup></u>
-------------------------------	---	---------------------------------------	---	----------------------------

\* The rate of \$ 3.<sup>50</sup> is applied to each \$500 or fraction thereof (e.g., if the principal amount of the debt secured is \$501 and the rate is \$2.20 per \$500 then the tax due on the instrument is a full \$4.40).

LUBE CUBE, INC.

By: Joseph P. Allwein  
Joseph P. Allwein, President

278877

040096

517-163

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
  - Subject to Recordation Tax; Principal
- Amount is \$ 25,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Business & Professional Services, Ltd.

P.O. Box One  
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank of Maryland

5 Church Circle  
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Four (4) Compaq Computers Ser. # 4931HZ3H0869, 0569, 2316 & 2392. One (1) Hewlett Packard Laserjet Ser # 2914A89533. Three (3) IBM Printers Ser. # 3493959, 3493924 & 3493867 and accessories.



RECORD FEE 12.00  
CORP TAX 175.00  
POSTAGE .50  
#4931HZ3H0869 11/16/87  
H. ERLE SCHAFER  
CREDIT COURT

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
Business & Professional Services, Ltd.  
*Robert B. Donald*  
Robert B. Donald - President

Secured Party (or Assignee)  
THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

BY *Earl C. McNay*  
Earl C. McNay, Assistant Vice President

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND

278878

NO 547 RE 164

FINANCING STATEMENT

DEBTOR: Richard G. Dunne and Kathryn F. Dunne, t/a  
The Irish Centre, Annapolis, Maryland  
158 Main Street  
Annapolis, MD 21402

SECURED PARTY: The Irish Centre, Inc.  
a New Jersey Corporation  
1120 Third Avenue  
Spring Lake, NJ 07762

This Financing Statement covers the following types of property:

1. All equipment, furnishings, materials used or consumed in Debtor's business, now owned or hereafter acquired.
2. All inventory now owned or hereafter acquired.
3. All proceeds of and contracts relating to any and all secured property.
4. All accounts receivable.
5. All leases, leased premises and leasehold improvements.
6. All bank accounts of the Debtor.

This transaction is not subject to the recordation tax imposed by Title 12 of the Tax Property Article.

[Signature]  
Witness

[Signature]  
Witness

Dated: 8/30/89

2U-t

[Signature]  
Richard G. Dunne

[Signature]  
Kathryn F. Dunne

278879

547 185

Not to be recorded  
in Land Records

Subject to recordation  
tax:  
Principal Amount is  
\$2,400,000.00

The appropriate amount of recordation tax has been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor: Address:  
AJ, Inc. 2800 52nd Avenue  
Bladensburg, Maryland 20710
2. Secured Parties: Address of all Secured Parties:  
NCNB National Bank of Maryland c/o NCNB National Bank of Maryland  
201 N. Charles Street  
Helen M. Schwarz, Trustee Baltimore, Maryland 21201  
Attention: Private Banking  
Kimberly G. Cresic, Trustee

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and

RECORD FEE  
POSTAGE  
FEB 23 1989  
11 24 89  
-DWAVER  
-DIT CERT

1850

517-186

compressors, landscaping, swimming pools, lawn and garden equipment, security systems, 1000 ton cement silo, truck scales, rail car unloading terminal, rail siding, and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a Deed of Trust given by Debtor to Helen M. Schwarz and Kimberly G. Cresic, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to NCNB National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 13.693 acres located along Brock Bridge Road, Annapolis Junction, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

AJ, Inc.

By Michael D. Block  
Michael D. Block,  
Secretary/Treasurer

To the Filing Officer: After this statement has been recorded, please mail the same to: George R. A. Jones, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

*Man* George R. A. Jones

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

547-167

ANNE ARUNDEL CLERK OF CIRCUIT COURT

278830

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below.  
\$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
1. DEBTOR (OR ASSIGNOR)

Name Howard Wadkins T/A WADKINS CONSTRUCTION COMPANY  
Address 8338 Elm Road, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)  
SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926  
Lancaster, PA 17604

ASSIGNEE:  
EQUIPMENT FINANCE, INC.  
P. O. Box 4926  
Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Lull Telescopic Forklift, Model 644, S/N P-471-N  
Complete with all attachments now and hereinafter acquired.

RECORD FEE 12.00  
POSTAGE .25  
#4926  
H. THE CLERK  
AA CO. CLERK OF COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Howard Wadkins T/A  
WADKINS CONSTRUCTION COMPANY

(Signature of Debtor or Assignor)

Howard D. Wadkins  
(Signature of Debtor or Assignor)

Equipment Finance, Inc.

(Signature of Secured Party or Assignee)

Janice L. Harris  
(Signature of Secured Party or Assignee)

10.8

547 168

278861

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 10/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atlantic Irrigation Company, Inc.

Address 720 Sumpter Road, Davidsonville, Maryland 21035

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Md. 20772

Attn: K.M. Logan

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

3 Motorola radios Model # D37KGA5JB7EK 900 Trunk PP EXP 30W

Serial #'s: 604HPS0456

604HPS0457

604HPS0458

RECORD FEE 11.00  
RECORD DAY 10/10  
POSTAGE 1.00  
H. BILL WEAVER  
AR COV. 10/10/89

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Atlantic Irrigation Company, Inc.

*Steven H. Flury*  
(Signature of Debtor)

Steven H. Flury, Pres.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

UNITED BANK & TRUST COMPANY OF MARYLAND

*Maureen Cowger*  
(Signature of Secured Party)

Maureen Cowger, Branch Manager

\_\_\_\_\_  
Type or Print Above Name on Above Line

15  
35  
0

**PARTIES**

**Debtor name** (last name first if individual) and mailing address:  
Franki Northwest Co.  
P.O. Box 3487  
Crofton, MD 21114

**Debtor name** (last name first if individual) and mailing address:

**Debtor name** (last name first if individual) and mailing address:

**Secured Party(ies) names(s)** (last name first if individual) and address for security interest information:  
**BECKWITH MACHINERY COMPANY**  
Mail Address — P.O. Box 8718  
Pittsburgh, PA 15221  
Legal Address — Route 22 East  
Murrysville, PA 15668

**Assignee(s) of Secured Party name(s)** (last name first if individual) and address for security interest information:

**Special Types of Parties** (check if applicable):  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.  
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.  
 Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a.  acquired after a change of name, identity or corporate structure of the Debtor.
- b.  as to which the filing has lapsed
- c.  already subject to a security interest in another county in Pennsylvania:  
 when the collateral was moved to this county  
 when the Debtor's residence or place of business was moved to this county.
- d.  already subject to a security interest in another jurisdiction:  
 when the collateral was moved to Pennsylvania.  
 when the Debtor's location was moved to Pennsylvania.
- e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

**Secured Party Signature(s)**  
(required only if box(es) is checked above):

*[Signature]*

- F. A. Holcomb, Vice Pres.-Finance**
- T. J. Fleury, Treasurer**

547-169

278852

**Filing No.** (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):  
 Secretary of the Commonwealth.  
 ~~CLERK OF ANNE ARUNDEL~~ CLERK OF ANNE ARUNDEL County, MD  
 real estate records of \_\_\_\_\_ County.

**Number of Additional Sheets** (if any):  
**Optional Special Identification** (Max. 10 characters): 931C 2BJ54

**COLLATERAL**

**Identify collateral** by item and/or type:  
One (1) Used Caterpillar 931C, S/N 2BJ54  
#48400  
H. BLE SUPER  
AA CO. 8-10-87

(check only if desired) Products of the collateral are also covered.  
**Identify related real estate**, if applicable. The collateral is, or includes (check appropriate box(es)):  
a.  crops growing or to be grown on -  
b.  goods which are or are to become fixtures on -  
c.  minerals or the like (including oil and gas) as extracted on -  
d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:  
Street Address:  
Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet.  
**Name of record owner** (required only if no Debtor has an interest of record):

**DEBTOR SIGNATURE(S)**

**Debtor Signature(s):**  
1 *[Signature]*  
1a JOHN ZYGAJ, JOB SUPERINTENDENT  
1b

**RETURN RECEIPT TO:**  
**BECKWITH MACHINERY COMPANY**  
ATTN: Finance Department  
P.O. Box 8718  
Pittsburgh, PA 15221

**NOTE - This page will not be returned by the Department of State.**

FILING OFFICE ORIGINAL

~~SPES~~  
XKMO

547 170

**UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)**

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST, ADDRESS): Niedzielski, Mary K 460 Century Vista Dr. Arnold, MD 21012	2. SECURED PARTY(IES) AND ADDRESS(ES): FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA. 23235
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 520 Page 99

3. This statement refers to original Financing Statement # 270607 Dated 11/17/89

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORDED 10.00  
POSTAGE 4.00  
#48857 11/17/89  
H. T. TOWER  
AB. CO. 11/17/89

4. This transaction is exempt from the Recording Tax.

Filed with: Clerk, Annapolis, MD

Ford Motor Credit Co.  
(NAME OF SECURED PARTY)

Dated: Oct 9, 1989

By: L. Ross

F M C C  
JUN 65 7288-M (MARYLAND ONLY)

105



5002

547-171

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS) Ham, Harry 1079 A MD Rt 3 Gambrells, MD 21054	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA. 23235
---	---

FOR FILING OFFICER: DATE, TIME, NUMBER AND FILING OFFICE

Book 509 Page 505

3. This statement refers to original Financing Statement No. 264556 Dated: 11-10-80

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORDING FEE  
POSTAGE  
ANNE ARUNDEL COUNTY

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Dated: Oct. 9, 19 89 By: R. Ross  
L. ROSS

F M C C JUN 65 7288-M (MARYLAND ONLY)

1055



547-173  
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278801

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated September 28, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated  
Address 601 Nursery Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.  
Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following type(s) of property: (list)

One (1) New Harris/3M MDL# 6213 Copier  
s/n 8621707Y with all attachments and accessories

Name and address of Assignee

RECORDED  
POSTAGE  
5104834  
M. J. L. GARDNER  
AA 12. 1 1989



CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Gentry, Controller  
(Signature of Debtor)

Robert Gentry, Controller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND  
FINANCING STATEMENT

Identifying File No. 270555

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONTRACT # 29820 -819479

Name Gary N. Wheeler  
Address 9090 Annapolis Rd Edgewater, MD 21037

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.:  
Address 15410 CHRYSLER DRIVE  
UPPER MARLBORO, MD 20772  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Kubota F2400 Mowing Tractor, Ser.#11222
- 1 Kubota RC72-F24 Mower, Ser.#10366

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598



"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Gary N. Wheeler  
(Signature of Debtor)

Gary N. Wheeler  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Chris Hanburger  
(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MANAGER  
Type or Print Above Signature on Above Line

547 175

FILED ANNE ARUNDEL CO.  
EIN#52-1629322

278856

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANNAPOLIS GOLF CLUB - GEORGE E. GRAEFE, III - PRES.  
Address 2638 CARROLLTON ROAD ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name JOHN DEERE COMPANY  
Address P.O. BOX 65090  
WEST DES MOINES, IA. 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1--NEW JOHN DEERE 22 W.B. GREENSMOWER S#E00022G791672

TW

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Golf Club  
[Signature]  
(Signature of Debtor)

ANNAPOLIS GOLF CLUB

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

GEORGE E. GRAEFE, III - PRES.

Type or Print Above Signature on Above Line

Donald S. Jackson  
(Signature of Secured Party)

JOHN DEERE COMPANY

Type or Print Above Signature on Above Line

17.0

547-176

278887

Instructions

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) Cox Creek Refining Company PO Box 3407 Baltimore, Maryland 21226 U.S.A.	2. Secured Party(ies) Name(s) and Address(es) Possehl Erzkontor GmbH World Trade Centre St. Katherines by the Tower London E1 9AA	3. <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer Date, Time, No. Filing Office
5. This Financing Statement covers the following types (or items) of property: <b>NOT SUBJECT TO RECORDATION TAX.</b> All goods, money, instruments, accounts, accounts receivable, inventory goods, rights, documents, chattel paper and general intangibles now or hereafter owned by the debtor and wherever located, and shall include proceeds, products and accessions of and to any thereof. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es)  <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px; margin: 0 auto;">TW</div>
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner  <div style="float: right; text-align: right;">B127 Sak</div>	

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

Cox Creek Refining Company \_\_\_\_\_ Possehl Erzkontor GmbH \_\_\_\_\_  
 By [Signature] VP-CFO \_\_\_\_\_ By [Signature] \_\_\_\_\_  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

547-177

278888

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):  
Paul A. Gaug T/A  
Gaug's Excavating & Demolition Service  
1478-A St. Stephens Church Road  
Crownsville, MD 21032

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237  
M-35048A

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #953 Track Loader S/N 20Z02532

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)  
Paul A. Gaug T/A  
Gaug's Excavating & Demolition Service

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *Paul Gaug* Paul Gaug - Owner  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-13

12/50

547-178

275889

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at Anne Arundel County
- 2  To Be Recorded among the Financing Records at \_\_\_\_\_
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 3,450,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): R. Lumber Center, Inc. Address(es): 645 Mayo Road  
Edgewater, Maryland 21037  
3125 Solomons Island Road  
Edgewater, Maryland 21037

6. Secured Party: Maryland National Bank Address: Department Anne Arundel Review Unit  
Post Office Box 987, Mailstop 500-270  
Baltimore, Maryland 21203

Attention: Lisa C. Edwards

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is see attached schedule a (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

All Furniture, Fixtures, and Leaseholds, of each Debtor, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

Debtor: R. Lumber Center, Inc. Secured Party: Maryland National Bank

By: Donald G. Ploss (Seal) By: Michael J. Mishou (Seal)  
Type name and title, if any: Donald G. Ploss, President Michael J. Mishou  
By: David J. Temple (Seal) Vice President  
Type name and title, if any: David J. Temple, Secretary/Treasurer

207-95 REV 1/86

MARYLAND NATIONAL BANK

1300

363 669-0019

Mail To:  
Maryland National Bank  
Attn: AARU  
1713 West Street  
Annapolis, Maryland 21403

547-179

# MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

## SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement

\_\_\_\_\_

dated September 11 19 89 and executed by R. Lumber Center, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

**Property Description** (continued):

The Record Owner of the Real Estate known as 645 Mayo Road, Edgewater, Maryland is Donald G. Ploss and David J. Temple.

The Record Owner of the Real Estate known as 3125 Solomons Island Road, Edgewater, Maryland is Frank Lowman.

GRANTOR/DEBTOR

By: Donald G. Ploss Pres (SEAL)

Name: Donald G. Ploss

Title: President

GRANTOR/DEBTOR

By: David J. Temple (SEAL)

Name: David J. Temple

Title: Secretary/Treasurer

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

10-131 REV. 1-88



547-180

EXHIBIT A

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

TO: Clerk of the Court for Anne  
Anne Arundel County  
RE: R. Lumber Center, Inc.

Date: September 11, 1989

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- 1. Value of exempt Collateral \$ 3,672,000.00
- 2. Value non-exempt Collateral \$ 931,000.00
- 3. Value of Total Collateral \$ 4,603,000.00
- 4. Computation of Amount of Debt Exempt from Recordation Tax:

	Total Amount of Debt Secured	x		=	
Value of Exempt Collateral					Amount of Debt Exempt from Tax
Value of Total Collateral					
\$ <u>3,672,000.00</u>			x \$ <u>3,450,000.00</u>		= \$ <u>2,752,205.00</u>
\$ <u>4,603,000.00</u>					

	- Amount of Debt Exempt from Tax	=		=	
Loan Amount					Amount of Non-Exempt Debt
\$ <u>3,450,000.00</u>			- \$ <u>2,752,205.00</u>		= \$ <u>697,795.00</u>

	x Tax Rate Per \$1,000	=		=	
Amount of Non-Exempt Debt					Recordation Tax Due
\$ <u>697,795.00</u>			x \$ <u>7.00</u>		\$ <u>4,886.00</u>

\*\*Figure rounded up to nearest \$500.00  
\$698 x 7 = 4,886.

By: Donald G. Ploss (SEAL)  
Donald G. Ploss, President

By: David J. Temple (SEAL)  
David J. Temple, Secretary/  
Treasurer

547-181

278800

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at \_\_\_\_\_
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Willow Enterprises, Inc Address(es) 325 Roesler Rd Glen Burnie, Md 21061

6. Secured Party Willow Enterprises, Inc Address 325 Roesler Rd, Glen Burnie, Md 21061  
 Attention: Louis Wilner

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Willow Enterprises, Inc (Seal)

Secured Party

Larry Wilner (Seal)  
 Lt Larry Wilner Pres

Willow Enterprises, Inc (Seal)

Larry Wilner (Seal)

Type name and title  
 Louis Wilner- Sec Treas

1708

Assignee- Firestone Financial Corp  
 38 Glen Ave, Newton Center, Mass  
 02159

SCHEDULE A

This Schedule A is attached to and made a part of a

installment contract between Willow Enterprises, Inc ( Seller) and

---

Willow Enterprises, Inc( Buyer) dated October 9, 1989

---

5 New Wurlitzer 1015 Music Boxes 13065750-13065772-13065812  
130834-130849

2 New Atari Hard Driving Sit Down Games-A4456-A4489

6 New Betson Cranes 12044-12067-12000-12073-12056-12089

2 New Rowe C.D. Music Boxes-R33418-R33492

547 183

278801

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Records at Anne Arundel County
3.  Not subject to Recordation Tax
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 1,260,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to See Exhibit B Attached Hereto

5. Debtor(s) Name(s): Address(es):
Hi Gear Tire & Auto Supply, Inc. 110 Ritchie Road
Capitol Heights, Maryland 20743

6. Secured Party: Maryland National Bank Address: Department P.G. Howard Middle Market
Attention: Peter L. Hickling Post Office Box 987, Mailstop 500277
Baltimore, Maryland 21203
(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is Severna Park Mall Associates (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

575 Ritchie Highway
Severna Park, Maryland 21146

Debtor: Hi Gear Tire & Auto Supply, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any

By: [Signature] (Seal)

By: \_\_\_\_\_ (Seal)
Type name and title, if any

Type name and title Peter L. Hickling
Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

1350

547-184

Exhibit B

CERTIFICATION AS TO ALLOCATION  
FOR MARYLAND DOCUMENTARY STAMPS

To: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY  
THE CLERK OF THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY  
THE CLERK OF THE CIRCUIT COURT FOR CALVERT COUNTY

With respect to indebtedness in the amount of \$1,260,000 to Maryland National Bank of Hi-Gear Tire & Auto Supply, Inc., the undersigned hereby certifies that (a) the portion of the collateral (the "Collateral") that is working capital exempt from recordation tax has been valued at \$1,050,000 for the purposes of the indebtedness, (b) the portion of the Collateral that is equipment located in Virginia and therefore exempt from recordation tax is \$120,000 (c) the portion of the collateral that is equipment subject to recordation tax situated in Anne Arundel County, Maryland has been valued at \$30,000, (d) the portion of the collateral that is equipment subject to recordation tax situated in Prince Georges County, Maryland has been valued at \$30,000, (e) the portion of the collateral that is equipment subject to recordation tax situated in Calvert County, Maryland has been valued at \$30,000, and (f) the value of each portion of the collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

<u>Types of Collateral</u>	<u>Value</u> <sup>1</sup>	<u>Percentage of Consideration</u> <sup>2</sup>	<u>Amount of Consideration</u> <sup>3</sup>	<u>Recordation Tax</u> <sup>4</sup>
Unsecured loan exempt from recordation tax	\$1,050,000	83.33%	\$1,049,950	N/A
Equipment located outside of the state of Maryland exempt from recordation tax	\$ 120,000	9.53%	\$ 120,078	N/A
Equipment in Anne Arundel County subject to recordation tax	\$ 30,000	2.38%	\$ 29,988	\$210.00

547-185

Equipment in Prince Georges County subject to recordation tax	\$ 30,000	2.38%	\$ 29,988	\$132.00
Equipment in Calvert County subject to recordation tax	\$ 30,000	2.38%	\$ 29,988	\$198.00
TOTAL	<u>\$1,260,000</u>	<u>100%</u>	<u>\$1,260,000</u>	<u>\$540.00</u>

The Debtor certifies that recordation tax on the principal amount of \$1,260,000 was paid upon the filing of the Financing Statements accompanying this certificate to: (a) Clerk, Circuit Court for Anne Arundel County in the amount of \$210.00; (b) Clerk, Circuit Court for Prince Georges County in the amount of \$132.00; and (c) Clerk, Circuit Court for Calvert County in the amount of \$198.00.

HI-GEAR TIRE & AUTO SUPPLY, INC.

BY: *Al Shuster* (SEAL)

<sup>1</sup>Fair Market Value

<sup>2</sup>Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by sum of value of inventory and value of equipment

<sup>3</sup>Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount of indebtedness

<sup>4</sup>Based upon \$3.50 per \$500.00 of indebtedness - Anne Arundel County, Maryland  
Based upon \$2.20 per \$500.00 of indebtedness - Prince Georges County, Maryland  
Based upon \$3.30 per \$500.00 of indebtedness - Calvert County, Maryland



A.A. Co.

547-157

FINANCING STATEMENT

278893

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

JEROME L. TAYLOR, D.C.  
Arnold Executive Center, Suite 101  
1507 Ritchie Highway

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION, an Agency of the U. S. Government  
10 N. Calvert Street, 3rd Floor  
Baltimore, Maryland 21202

3. This Financing Statement covers all:

Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.

Inventory, raw materials, etc., including after acquired and proceeds.

Accounts, including after acquired and proceeds.

Contract rights, including after acquired and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A.

5. This transaction is XX, is not \_\_\_\_\_ exempt from the recordation tax. Principal amount of the Debt is \$ 50,000.00.

DEBTOR:

Jerome L. Taylor D.C. (SEAL)  
Jerome L. Taylor, D.C.

AFTER RECORDATION RETURN TO:

SMALL BUSINESS ADMINISTRATION  
Equitable Building, 3rd Floor  
10 N. Calvert Street  
Baltimore, MD 21202

1150

REC'D  
OCT 10 12 19 1983

RECORD FEE  
POSTAGE  
#48520

CA 9247-C2253  
# 425-92-3812  
# 577-72-7283

547 188

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 278894

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 3/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ERNEST E. PAYTON + IRIS O. SCOTT

Address 3704 EFON WAY UPPER MARLBORO MD. 20712

2. SECURED PARTY

Name KAYAK MFG. CORP.

Address ~~3704 Efon Way~~ 406 N. CRAIN HWY. GLEN BURNIE MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) ML

12 X 20 S.A. KAYAK AWARD WINNING POOL

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ernest E. Payton  
(Signature of Debtor)

ERNEST E. PAYTON  
Type or Print Above Signature on Above Line

IRIS O. SCOTT  
(Signature of Debtor)

IRIS O. SCOTT  
Type or Print Above Signature on Above Line

Richard A. Zouls  
(Signature of Secured Party)

RICHARD A. ZOULS  
Type or Print Above Name on Above Line

Dis

547-189

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Dart Card Shop, Inc. 3301 Pennsy Drive Landover, MD 20785	2. Secured Party(ies) and address(es) Security Pacific Business Credit Inc. 228 East 45th Street New York, NY 10017	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 8484510 4/17/88 10:37 10/18/89 H. ERLE SCHAFER
4. This statement refers to original Financing Statement bearing File No. <u>262270</u> Filed with <u>Anne Arundel Cty. Clerk</u> Date Filed <u>June 11</u> 19 <u>86</u> <u>of Circuit Ct., MD</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented \_\_\_\_\_

SECURITY PACIFIC BUSINESS CREDIT INC.

By: [Signature]  
 Signature(s) of Secured Party(ies)

By: \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical 1050 STANDARD FORM - FORM UCC-3

547-190

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and addresses)  Dart Drug Stores, Inc. 3301 Pennsy Drive Landover, MD 20785	2. Secured Party(ies) and addresses)  Security Pacific Business Credit Inc. 228 East 45th Street New York, NY 10017	3. Maturity date (if any)  For Filing Officer (Date, Time and Filing Office)  RECORDS SECTION POSTAL #464000 DIST. MD 20785 10/15/87 By: ERIC BLANCHER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>262269</u> Filed with <u>Anne Arundel Cty. Clerk</u> <u>of Circuit Ct., MD</u> Date Filed <u>June 11</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented

SECURITY PACIFIC BUSINESS CREDIT INC.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Murray Markowitz JP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

106 STANDARD FORM - FORM UCC-3

547-191 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

278835

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Innkeepers' Telemanagement & Equipment Corporation

Address 6655 West Mill Road, Milwaukee, WI 53218

2. SECURED PARTY

Name Leasetec Corporation

1401 Pearl Street

Address Boulder, CO 80302

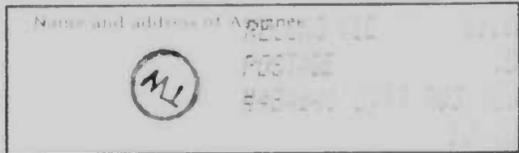
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Hitachi EDX, and other telephone and related call accounting equipment, including all proceeds covered by MLA #101, Schedule 16. See attached sheet for equipment locations.

(ITEC #1) (MD, Anne Arundel)



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Innkeepers' Telemanagement & Equipment Corporation  
(Signature of Debtor)

Type or Print Above Name on Above Line

*Rick LeBlanc* PRESIDENT

(Signature of Debtor)

RICK LEBLANC

Type or Print Above Signature on Above Line

Leasetec Corporation

(Signature of Secured Party)

*Alex Merrell*  
Alex Merrell, Manager

Type or Print Above Signature on Above Line

11

547 192

EQUIPMENT LOCATION:

Annapolis Hilton  
80 Compromise Street  
Annapolis, MD 21401

MLA #101, Schedule 16  
(H-E)

547-193

278836

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es) Jakovics, George A., d/b/a Chartwell Country Club Pro Shop St. Ives Drive Severna Park, MD 21146	2. Secured Party(ies) and address(es) G. L. Cornell Company 16031 Industrial Drive Gaithersburg, MD 20877	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: One (1) New 1989 Club Car Gasoline Fairway Villager with headlights, taillights, brake lights, horn, canopy top, windshield, and heavy-duty front bumper		5. Assignee(s) of Secured Party and Address(es) Eaton Credit Corporation 1111 Superior Avenue Cleveland, OH 44114



Not subject to recordation tax - conditional sales contract.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)	Filed with
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected	County Clerk
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.	
By: <u>Jakovics, George A., d/b/a</u> <u>Chartwell Country Club Pro Shop</u>	By: <u>G. L. Cornell Company</u> <u>George L. Cornell</u>
Signatures(s) of Debtor(s)	Signatures(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

547-191

278837

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

(Maryland) Assignee: Ford Motor Credit Co.  
PO Box 36476  
Richmond, Va. 23235

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) MacDonald, Joseph M. 346 Dameron South Laurel, Md. 20707 Anne Arundle County	2. Secured Party(ies) and Address(es) Gaithersburg Ford Tractor Co. 700 East Diamond Avenue Gaithersburg, Md. 20877
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:  
1-New Master Track Trailer, DOE6-20-#1C9A42S28KG099285

(M)

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

*Joseph M. MacDonald*  
(SIGNATURE OF DEBTOR)  
Joseph M. MacDonald

(SIGNATURE OF DEBTOR)

Gaithersburg Ford Tractor Co.

(NAME OF SECURED PARTY)

*Mark Jacobs*  
BY

Mark Jacobs

11/02



547 FEB 1985

FINANCING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPORTANT-Please read instructions on  
reverse side of page 4 before completing

278838

PARTIES

Debtor name (last name first if individual) and mailing address:  
CONNER LEONARD K.  
LYONS CREEK MHP #63  
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:  
CONNER DONNA J.  
LYONS CREEK MHP #63  
LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address:  
1b

Secured Party(ies) names(s) (last name first if individual) and address  
for security interest information:  
EASY LIVING, INC  
5408 SOUTH MARYLAND BLVD  
LOTHIAN, MD 20711 2

Assignee(s) of Secured Party name(s) (last name first if individual) and  
address for security interest information:  
GREEN TREE ACCEPTANCE, INC.  
3062 PS BUSINESS CENTER  
WOODBIDGE, VA 22192 2a

Special Types of Parties (check if applicable):  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor,"  
respectively.  
 The terms "Debtor" and "Secured Party" mean "Consignee" and  
"Consignor," respectively.  
 Debtor is a Transmitting Utility 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect  
a security interest in collateral (check applicable box(es)):-  
a.  acquired after a change of name, identity or corporate structure of  
the Debtor.  
b.  as to which the filing has lapsed  
c.  already subject to a security interest in another county in Pennsylvania-  
 when the collateral was moved to this county.  
 when the Debtor's residence or place of business was moved to  
this county  
d.  already subject to a security interest in another jurisdiction-  
 when the collateral was moved to Pennsylvania.  
 when the Debtor's location was moved to Pennsylvania.  
e.  which is proceeds of the collateral described in block 9, in which a  
security interest was previously perfected (also describe proceeds in  
block 9, if purchased with cash proceeds and not adequately  
described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

EASY LIVING, INC  
1250  
Greg Ball President 4

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code  
and is to be filed with the (check applicable box):  
 Secretary of the Commonwealth County  
 Prothonotary of County  
 real estate records of County 6

Number of Additional Sheets (if any) 7  
Optional Special Identification (Max. 10 characters) 8

COLLATERAL  
Identify collateral by item and/or type:  
1980 COMMODORE 14 X 70  
SERIAL # NOCE2699A AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT  
DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS  
DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW  
EQUIVALENT STATUTE." 9  
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):-  
a.  crops growing or to be grown on  
b.  goods which are or are to become fixtures on  
c.  minerals or the like (including oil and gas) as extracted on  
d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or  
minehead on  
the following real estate  
Street Address:  
Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet.  
Name of record owner (required only if no Debtor has an interest of record) 10

DEBTOR SIGNATURE(S)  
Debtor Signature(s):  
CONNER LEONARD K. *Leonard K. Conner*  
CONNER DONNA J. *Donna J. Conner* 11

1b  
RETURN RECEIPT TO:  
GREEN TREE ACCEPTANCE, INC.  
3062 PS BUSINESS CENTER  
WOODBIDGE, VA 22192 12

# Butler Leasing Company

547 196

278839

## FINANCING STATEMENT (FORM UCC-1)

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Easton Petroleum Company, Inc.

8195 Ritchie Highway  
Pasadena, MD 21122

LESSOR: BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046



ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE  
P. O. Box 70  
Glen Burnie, Maryland 21061

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

- 35) Sharp Model FO 220 Facsimiles S/N's: 97162332, 97108752, 97100002, 97110022, 97110082, 97110382, 97183103, 97189103, 97108812, 97108382, 97108562, 97110012, 97110102, 97110172, 97110182, 97110292, 97107953, 97109713, 97110132, 97187423, 97100653, 97131503, 97199983, 97200313, 97100053, 971000063, 971000473, 97100003, 97121023, 97121023, 97121043, 97131703, 97199763, 97101153, 97200313
- 1) Sharp Model FO-5000 Facsimile S/N: 80101108

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE  
Easton Petroleum Company, Inc.

LESSOR  
BUTLER LEASING COMPANY

BY: M. Marvin Taub Jr. BY: Grace M Cullage

G. V. Pres Grace M Cullage Vendor Service Man

PRINT NAME & TITLE: M. Marvin Taub Jr.,

FILING OFFICER: Please record and return to: Ex. Vice President  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609  
(301)720-6600 (202)621-8360

11/5

FINANCING STATEMENT

547-197

278900

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 54,790.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

ANNE ARUNDEL COUNTY

5. Debtor(s) Name(s) Address(es)  
 LONNY W. KELLY 810 REECE RD  
 MELISSA KELLY SEVERN, MD 21144

6. Secured Party Address  
 First Annapolis Savings Bank, FSB 2024 WEST ST.  
 Attention: ROXANNE RUSS, ANNAPOLIS, MD 21401  
 (Type name & Title)



RE  
REC  
POSTAGE  
#485240

H. ERLE  
AA CO. DIRECT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors

✓ Lonny W. Kelly (Seal) \_\_\_\_\_ (Seal)  
 ✓ Melissa D. Kelly (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB, to the officer and at the address set forth in paragraph 6 above.

2-2820 (1/88)

*Handwritten initials and numbers: 12 385 50*



547-198

# First Annapolis Bank SAVINGS FSB

## SCHEDULE A

DEBTOR: LONNY W. KELLY  
MELISSA KELLY  
810 REECE RD  
SEVERN, MD 21144

SECURED PARTY: FIRST ANNAPOLIS SAVINGS BANK, FSB  
2024 WEST STREET  
ANNAPOLIS, MD 21401

### COLLATERAL:

- |   |  |             |
|---|--|-------------|
| 1 | 2040XP CABLESS<br>FUELWOOD PROCESSOR WITHOUT CAB<br>MODEL 2040XP<br>SERIAL #6220989        | \$49,000.00 |
| 1 | 204030A<br>MODEL 204030A 30 FT. CONVEYOR<br>W/ADJUSTABLE HYDRAULIC LIFT<br>SERIAL #6170989 | \$7,295.00  |
| 1 | EXTENSION<br>10 FT. LIVE DECK EXTENSION  | \$3,495.00  |

### WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE 2024 WEST STREET ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-9800

• OPERATIONS CENTER 1852 GEORGE AVENUE ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 266-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493

STATE OF MARYLAND

547 RE 199

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257681

RECORDED IN LIBER 487 FOLIO 439 ON July 30, 1985 (DATE)

1. DEBTOR

Trans-American Leasing Corporation

Name The Steffey Bldg. Ste 200B 407 Crain Hwy. Glen Burnie, Md. 21061

Address

2. SECURED PARTY

Irvington Federal Savings & Loan Association

Name

7711 Quarterfield Road

Address

Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

485520 0777 003 114:40

11/18/89

CHECK  FORM OF STATEMENT

A. Continuation  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:  (Indicate whether amendment, termination, etc.)

XXXXXXXXXXXXXXXXXXXX

PARTIAL RELEASE ON:

1 1985 International Thermo King Refrig. truck  
1HTLDUYN1FHA22212

Dated October 2, 1989

Irvington Federal Savings & Loan Assn.

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

Loan # 1146

155

JAJ A1

547-200

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257613

RECORDED IN LIBER 487 FOLIO 346 ON 7/29/85 (DATE)

1. DEBTOR

Name J.A.J. Seafood, Inc.  
Address 353 Fleagle Road, Glen Burnie, MD 21061

2. SECURED PARTY

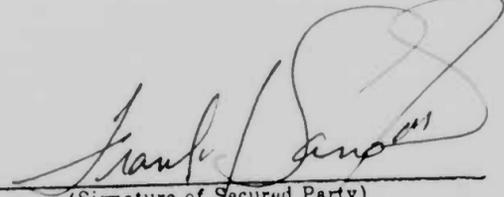
Name Trans-American Leasing Corporation  
Address The Steffey Building, Ste. 200 B  
407 Crain Highway, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>PARTIAL RELEASE ON: One (1) 1985 International Truck s/n 1HTLDUYN1FHA22212</p>	

RECORD FEE 10.00  
POSTAGE .50  
#105570 0777 R03 T14:40  
10/18/89  
H. ERLE SCHAFER  
ANNE ARUNDEL COUNTY CIRCUIT COURT

  
(Signature of Secured Party)  
Frank J. Sarro III, Exec. Vice President  
Type or Print Above Name on Above Line

Dated 10-11-89

FILED IN ANNE ARUNDEL COUNTY

158

278901

547-201

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es) CITICORP AND CITICORP INFORMATION RESOURCES, INC. DBA INSURELINK JOINTLY AND SEVERALLY RESPONSIBLE 2666 RIVA RD, SUITE 200 ANNAPOLIS, MARYLAND 21401	2. Secured Party(ies) and address(es) Century Financial Services Group, Ltd. 15455 Conroy Road, Suite 350 Chesterfield, Missouri 63017
--	---

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 14.00  
POSTAGE .50  
#403390 CVT R03 114444  
10/18/99

4. This financing statement covers the following types (or items) of property 3715

See Schedule "A" attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)  
ALTON MERCANTILE  
200 W. 3RD. STREET  
ALTON, IL 62002

The foregoing equipment is on lease to the above named lessee. Filing is intended for informational purposes only.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so) Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

CITICORP AND CITICORP INFORMATION RESOURCES, INC. DBA INSURELINK, JOINTLY AND SEVERALLY RESPONSIBLE Century Financial Services Group, Ltd.

By: [Signature] Signature(s) of Debtor(s) STEVE KOMAR CFO OF C.I.R., INC. By: [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 1750 STANDARD FORM - FORM UCC-1.

CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715

- 1 ELECTROHOME ECP-3000 PROJECTOR
- 1 ELECTROHOME RETRO PROJECTION CABINET
- 1 MSI CUSTOM RETRO CABINET INPUT SOURCE PLATE
- 1 COVID 460 INTERFACE W/CABLES
- 1 COVID 700 INTERFACE W/CABLES
- 1 ELECTROHOME ECP-4000 DATA/VIDEO PROJECTOR
- 1 ELECTROHOME CEILING MOUNT
- 1 ELECTROHOME IR REMOTE SWITCHER
- 3 ELECTROHOME DUAL RGB INPUT MODULES
- 1 ELECTROHOME VIDEO INPUT MODULE
- 1 ELECTROHOME 10 PIN HIGH RESOLUTION CABLE
- 1 ELECTROHOME RACK MOUNT KIT FOR IR SWITCHER
- 1 DRAPER PREMIER 5' x 7' CEILING MOUNTED SCREEN WITH LOW VOLTAGE CONTROL PACK
- 1 DRAPER MODEL K PROJECTOR LIFT SYSTEM FOR THE ELECTROHOME ECP-4000 PROJECTOR
- 2 COVID 700 VGA INTERFACES
- 1 COVID MAC II BREAKOUT CABLE
- 1 COVID IBM PS/2 BREAKOUT CABLE
- 1 COVID 460 EGA INTERFACE
- 1 COVID 50-1200-9 BREAKOUT CABLE
- 1 COVID 625 ECL INTERFACE
- 1 COVID ECL BREAKOUT CABLE
- 5 COVID 6' RGB/S 100MHZ CABLES
- 5 MSI RGB/S WALL MOUNTED INPUT PLATES
- 1 PANASONIC AG-1830 S-VHS HIFI VCR
- 1 SONY ST-72 NTSC ON AIR TUNER
- 1 ELMO 35MM SLIDE TO VIDEO TRANSFER SYSTEM
- 1 QSC-1400 AMPLIFIER
- 1 RANE GE-14 2/3 OCTAVE STEREO EQUALIZER
- 4 BES 72D SPEAKERS
- 4 BES 2.8 PLENUM BACK BOXES
- 1 CRESTRON CRESTNET TWO WAY WIRELESS REMOTE CONTROL SYSTEM WITH THE FOLLOWING FUNCTIONS:
  - 1. DATA/VIDEO PROJECTOR: SELECT 6 RGB INPUTS  
4 VIDEO INPUTS  
BRIGHTNESS UP/DOWN  
CONTRAST UP/DOWN
  - 2. STEREO VOLUME CONTROL FOR AUDIO PLAYBACK
  - 3. PROJECTION SCREEN UP/DOWN

THIS SCHEDULE "A" IS ATTACHED HERETO AND MADE A PART HEREOF CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715 AND CONSTITUTES A TRUE AND ACCURATE DESCRIPTION OF THE EQUIPMENT.

LESSEE: CITICORP AND CITICORP INFORMATION RESOURCES, INC. DBA INSURELINK, JOINTLY AND SEVERALLY RESPONSIBLE

BY: [Signature]  
STEVE KOMAR, VP OF CITICORP

BY: [Signature]  
STEVE KOMAR, CFO OF C.I.R. INC.

CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715

4. PROJECTOR LIFT UP/DOWN
  5. VCR TRANSPORT FUNCTIONS
  6. NTSC TUNER, CHANNEL SELECT UP/DOWN
  7. CRESTLINE SYSTEM WITH 5 SCENE SELECTIONS
  8. SHOW START BUTTON, LIGHTS DIM, SCREEN AND PROJECTOR LIFT WILL COME DOWN
  9. SHOW STOP BUTTON, PROJECTOR LIFT AND SCREEN WILL RETRACT, LIGHTS WILL COME UP TO PRESELECTED SCENE
  10. 35MM TO VIDEO SLIDE PROJECTOR FORWARD, REVERSE
- 1 CRESTRON CRESTLINE LOW VOLTAGE DIMMING SYSTEM WITH SIX(6) ZONES OF LIGHTING (EACH ZONE HAS A MAXIMUM OF 1,900 WATTS OF INCANDESCENT LIGHTING) WITH SEVEN (7) SCENES.

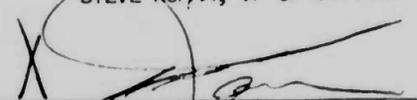
THIS SCHEDULE "A" IS ATTACHED HERETO AND MADE A PART HEREOF CENTURY FINANCIAL SERVICES GROUP, LTD. LEASE # 3715 AND CONSTITUTES A TRUE AND ACCURATE DESCRIPTION OF THE EQUIPMENT.

LESSEE: CITICORP AND CITICORP INFORMATION RESOURCES, INC. DBA INSURELINK JOINTLY AND SEVERALLY RESPONSIBLE

BY:

  
 STEVE KOMAR, VP OF CITICORP

BY:

  
 STEVE KOMAR, CFO OF C.I.R., INC.

STATE OF MARYLAND

547-204

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 507994

RECORDED IN LIBER 401 FOLIO 1504 ON 8/28/84 (DATE)

1. DEBTOR

Name Aaron Ferer & Sons

Address 909 Abbott Dr., Omaha, Nebraska 68102

2. SECURED PARTY

Name The Chase Manhattan Bank, N.A.

Address 1 Chase Manhattan Plaza, New York, NY 10081

Wade Wheeler, Marine Midland Bus. Loans, 1101 Walnut, Ste 1100, Kansas City, MO  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 64106



RECORD FEE 10.00  
#483400-8777 R03 714445  
10/18/84  
H. PAUL SCHAFER  
AA 107 CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: complete</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  termination</p>

101-2 P 3-12

Dated 9/26/89

R. K. L. Intue VP  
(Signature of Secured Party)

The Chase Manhattan Bank, N.A.  
Type or Print Above Name on Above Line

10

547 2115 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278902

607

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

INSTALLMENT LOAN PLAN NOT SUBJECT TO RECORDATION TAX. CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX. A financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Allied Refuse Movers, Inc.  
Address 120 Md., Route 3 North, Millersville, Maryland 21108

2. SECURED PARTY

Name Circle Business Credit, Inc.  
Address P.O. Box 436497, Louisville, Kentucky 40243

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Conrad 30 cu. yd. Open Top Rectangular Containers, S/N's 064 and 065 including all attachments, additions, replacements, and substitutions to or of said equipment, and all future advances, contract rights, and any and all equipment now owned or hereafter acquired.

Name and address of Assignee  
NONE

Filed with Anne Arundel County Clerk- MD

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT LEASES ARE SUBJECT TO RECORDATION TAX UNLESS TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Roy C. Hall  
Roy C. Hall, Pres. (Debtor)

Allied Refuse Movers, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

Debra Carroll  
(Signature of Secured Party)

Debra Carroll, Disc. Coordinator  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

547 206

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241106 Bk. 445 Pg. 524

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 1/12/82 (DATE)

Anne Arundel County Clerk - Maryland

1. DEBTOR

Name LCP Plastics - N. Carolina, Inc.

Address Raritan Plaza II, Raritan Center, Edison, New Jersey 08837

2. SECURED PARTY

Name Midlantic National Bank

Address 200 Broadacres Drive, Bloomfield, New Jersey 07003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Termination

Midlantic National Bank

Dated Oct. 6, 1989

Paul Wallin, Vice President  
(Signature of Secured Party)

Type or Print Above Name on Above Line

# Butler Leasing Company

## FINANCING STATEMENT (FORM UCC-1)

547 2017

278993

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Central Credit Control, Inc.

7700 Ritchie Hwy.  
Harundale Mall  
Suite 468  
Glen Burnie, MD 21061

LESSOR: BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE  
P. O. Box 70  
Glen Burnie, Maryland 21061



RECORDING FEE \$11.00  
POSTAGE \$0.00  
#REC-01 07/18/89 12:15:00  
2018 07  
BY: 2100-50468  
AA: 01-01-0001-0001

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

Office Furniture  
33 Modular Workstations Per Attached Schedule

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: 7225 Parkway Drive, Hanover, MD 21076

LESSEE  
Central Credit Control, Inc.

LESSOR  
BUTLER LEASING COMPANY

BY: Michael Shure

BY: Grace M. Cullage

PRINT NAME & TITLE: MICHAEL SHURE, PRESIDENT Grace M. Cullage, Vendor Service Manager

FILING OFFICER: Please record and return to:  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609  
(301)720-6600 (202)621-8360

115

Anne Anndel

# Butler Leasing Company

## SCHEDULE EQUIPMENT

547 208

### QUANTITY

### DESCRIPTION

OFFICE FURNITURE - 33 MODULAR WORKSTATION SYSTEMS INCLUDING:

4	HN801602	VARIABLE HGHT CONNEC
7	HN801604	VARIABLE HGHT CONNEC
22	HN801456	56" END CURVE PANEL
19	HN801443	43" END COVER
2	HN870070	10'5" POWER POLE
2	HN870104	CEILING POWER INFEEED
2	HN870102	POWER IN FEED BASE
15	HN870260	60" POWER KIT
3	HN870236	36" POWER ELEC KIT
2	HN870230	30" POWER KIT
12	HN870661	CIRCUIT I - 3 PACK
12	HN870662	CIRCUIT II - 3 PACK
12	HN870663	CIRCUIT III - 3 PACK
27	HN833060	60 X 30 WORK SURFACE
6	HN833036	36 X 30 WORK SURFACE
36	HN831011	C LEG 29H
58	HN1733Q	MOBILE PED/GRAY
5	HN6EA2723	CONVENIENCE TRAY/6PK
34	HN831027	WORK SURFACE BRACKET
2	HN833072	62 1/4" TOP/SPECIAL
15	HN81460GD3	43H X 60 PANEL
22	HN815648GD3	56 X 48 PANEL
3	HN814336GD3	43H X 36 PANEL
21	HN814330GD3	43H X 30 PANEL
4	HN801256	56"H TEE CONNECTOR
6	HN801143	90 DEGREE CONNECTOR
3	HN801243	T-CONNECTOR
6	HN801343	CROSS CONNECTOR
7	HN801356	56H CROSS CONNECTOR
16	HN870066	ELEC CONNECT FILLER

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

# Butler Leasing Company

## FINANCING STATEMENT (FORM UCC-1)

547 209

278904

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Central Credit Control, Inc.

7700 Ritchie Hwy.  
Harundale Mall  
Suite 468  
Glen Burnie, MD 21061

LESSOR: BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

FIRST PENNSYLVANIA BANK, N.A.  
1500 Market Street, 19th Floor  
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

Office Furniture Per Attached Schedule

RECORDING FEE 11.00  
POSTAGE 2.00  
FEDERAL STATE TAX 10.00  
STATE TAX 10.00  
RECEIVED BY  
AN ASSOCIATE

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: 7225 Parkway Drive, Hanover, MD 21076

LESSEE  
Central Credit Control, Inc.

LESSOR  
BUTLER LEASING COMPANY

BY: Michael Shuke

BY: Grace M Culbidge

MICHAEL SHUKE, President Grace M Culbidge, Vendor Service Manager  
PRINT NAME & TITLE:

FILING OFFICER: Please record and return to:  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609  
(301)720-6600 (202)621-8360

D-05-01 REV 04/89 : C10306 : 09/29/89 : L19208

Anna Arendel

# Butler Leasing Company

547 210

## SCHEDULE EQUIPMENT

QUANTITY		DESCRIPTION
1	RA1872MA	CUSTOM TOP MAHG
1	CCX645498AM5339	SECYS CHR GR3 ROSE
2	CCX444039005339	SIDE CHR MAHOG ROSE
1	OF316630SRPFM	66 X 30 R PED DESK/MAH
1	OF314824SLR	48 X 24 LH RETURN/MAHO
2	AX5531336013063	36" 3 DR. LATERAL FILE/G
12	QR43101121EMP38	SIDE CHR/MAHOG-EMPIR
1	22AIRTB	4 X 12 BULLNOSE RACETR
1	LZF2072MAH	CREDENZA/MAHOGANY
1	LM8E0721836L20	ACCENT TB PANEL END
1	EGRW48MA	48 X 48 CONF CENTER
1	LM5F2424LW11	24 X 24 RADIUS CUBE
2	QR419011HAN57	RECEPT CHAIR ROSE
4	LZF3672MAH	36 X 72 EX DESK/MAHGNY
4	LZF2072MAH	CREDENZA/MAHOGANY
4	CCX641490AM5822	EXEC CHAIR GR2 MAHOG
8	CCX6384970M5822	SLED BS SD CHR/MAH-C
1	LZC92093COM	EXEC CHAIR COM GREEN
3	LZC92094COM	SIDE CHAIR GREEN MAH
1	LZF3672MAH	36 X 72 EX DESK/MAHGNY
1	LZF2072MAH	CREDENZA/MAHOGANY
1	LZF42SFN	STAR BURST TOP MAHOG
1	LZB30XLN	X BASE MAHOG
1	PT333333032	LOVESEAT GR 30
1	CCR8131090M	LAMP TABLE 20 X 30 MAH

547-211

278985

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) & Address(es) Carefree Industries, Inc. 717-F Hammonds Ferry Road Linthicum Heights, Maryland 21090	2. Secured Party & Address H. J. Scheirich Co. 250 Ottawa Avenue Louisville, KY 40209	For Filing Officer (Date, Time, Number, & Filing Office) P 9:00 RECEIVED MAR 11 1987
--	--	---

3. This financing statement covers the following types (or items) of property: All finished goods, kitchen cabinet inventory, bathroom vanity inventory, and accessories thereto manufactured by H. J. Scheirich Co., whether now or hereafter owned or acquired by, or in the possession of, Debtor, and all proceeds therefrom.  This financing statement is not subject to recordation tax.  <input checked="" type="checkbox"/> Products of Collateral are also covered	4. <input type="checkbox"/> The described crops are growing or are to be grown on the real estate described below. <input type="checkbox"/> The described goods are or will be affixed to the real estate described below and this statement is to be filed in the same office as the real estate records. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on the real estate described below and this statement is to be filed in the same office as the real estate records. Describe Real Estate Here:  Name of real estate record owner if other than Debtor:
--	---

Filed with \_\_\_\_\_ No. of Additional Pages Presented \_\_\_\_\_

Name of Debtor: Carefree Industries, Inc. By: *[Signature]*  
Signature of Debtor(s) or Secured Party\*  
 J. K. Youseff, President

\*If filed with signature of Secured Party instead of Debtor, filed pursuant to KRS 355.9-402(2). (See Instructions for statute.)

FILING OFFICER—NUMERICAL  
Ky. UCC 1-487 (1987) Professional Bank Services, Inc., Louisville, Ky.

547-212

278906

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 5,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

---

Robert E. Brown  
(Name)

---

1915 Chapparrall Court  
(Address)

---

Crownsville, Maryland 21032

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

---

Attn: Ralph D. Smith  
(Name of Loan Officer)

---

14700 Main Street  
(Address)

---

Upper Marlboro, Maryland 20772

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
- Canan NP 1215 with Automatic Document Feeder Unit, 10-Bin Sorter, and Two Cassettes  
 Serial Nos.: CN 1215 - #CSZ04222; CN DF5 - #JNH16424;  
 and CN MS4 - 10 bin - #JNG04107
- Canan Fax 410 Serial No. : H1221698

RECORDED FEE 11.00  
 RECORDING TAX 25.00  
 POSTAGE 1.00  
 BALTIMORE CITY REG. FEE 12.00  
 10/11/07  
 H. JILL SCHWENK  
 AA CL. SPECIAL CLERK



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

---

(Seal)

---

(Seal)

---

(Signature)

---

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

---

(Seal)

---

(Seal)

---

(Signature)  
 Robert E. Brown

---

(Print or Type Name)

11 20  
 30 50  
 50

547 213

278907

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Free State Reporting, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
1006 Cape St. Claire Road  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Stephanie Yancy  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.



RECORD FEE 12.00  
 POSTAGE 1.00  
 FIRST CLASS PERMIT NO. 13  
 ANNAPOLIS, MD 21401  
 JUL 13 1994

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Free State Reporting, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
DAVID L BECKER SEC  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
DAVID L BECKER SEC  
 \_\_\_\_\_  
 (Print or Type Name)

175

547 211

278908

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 50,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Free State Reporting, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
1006 Cape St. Claire Road  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401  
 \_\_\_\_\_

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Stephanie Yancy  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401  
 \_\_\_\_\_

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attachments "A" & "B"

RECORDED  
 RECORD TAX  
 STATE  
 MARYLAND  
 JAN 14 1974  
 P. J. LEWIS  
 AS CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

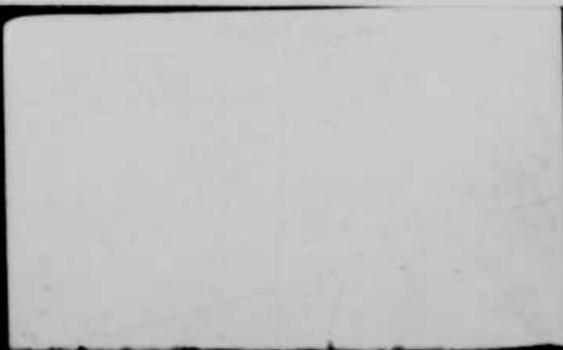
- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Free State Reporting, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
DAVID L. BECKER SEC  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
BARBARA S. BECKER PRES  
 \_\_\_\_\_  
 (Print or Type Name)

BS-0850A-8406

14  
 350  
 50



## FREE STATE REPORTING, INC.

1006 CAPE ST. CLAIRE ROAD  
ANNAPOLIS, MD 21401  
BALT. ANNAPOLIS AREA (301) 974-0947  
METRO. WASH. AREA (301) 261-1902

## PARTIAL EQUIPMENT LIST FOR FREE STATE REPORTING, INC.

SANYO 9010: 8230645, 21500412, 61412975, 2150032, 83509400, 61413421, 21500667, 41103251, 21500977, 83509331, 41303941, 83509300, 83509387, 41303501, 83509332, 83509329, 83510209, 83510212, 41303503, 83509398, 83509399, 83510211, 83509357, 83509388, 83509372, 21500619, 83509370, 21500082, 21500536, 83301801, 21500535.

LANIER CCT20: 153360, 153937.

SONY BM35: 344511, 344514, 345886, 20411, 34108, 343298, 241100, 342264, 345886, 341091, 23452, 335100, 341100, 340141, 343646, 345634, 337019, 25873, 327009, 341081, 10097, 340319, 339000, 10909, 12159, 12406.

SONY BM144: 12025, 12197, 12037.

SONY BM145: 13070, 10047, 13208.

SONY BM146: 10653, 10657, 10611.

MACHINE	NO.	REPLACEMENT COST	TOTAL	APPROX. NOT LISTED
SANYO9010	31	\$475	14,725	30
LANIER	2	\$800	1,600	6
SONYBM35	26	\$575	14,950	14
SONY144	3	\$1000	3,000	5
SONY145	3	\$1500	4,500	12
SONY146	3	\$2000	6,000	12
			<u>\$44,775</u>	

## PARTIAL EQUIPMENT LIST FOR FREE STATE REPORTING, INC.

## COMPUTER SYSTEMS IN THE OFFICE

MACHINE	NO.	REPLACEMENT COST	TOTAL	APPROX. NOT LISTED
PACKARD BELL500	9	\$1,100	\$9,900	4
KAYPRO	2	\$1,800	\$3,600	
VISON XT	5	\$1,100	\$5,500	
VISON AT	1	\$1,800	\$1,800	

## PRINTERS:

PANASONIC LASER	1	\$1,500	\$1,500	
ORIDATA 92	1	\$ 500	\$ 500	
NEC P2200	6	\$ 500	\$3,000	2
TOSHIBA 321	1	\$ 600	\$ 600	
PANASONIC 1124	1	\$ 500	<u>\$ 500</u>	

## NOT LISTED:

SANYO LAPTOP	1		\$26,900	
--------------	---	--	----------	--

Free State Control #	Type of Hardware	Serial #	Manufacturer & Model #	Location	Features
001	S	E8K10021	Packard Bell PB500	1-1	40KMB, 1.5MB, 20" CRT
002	M	81201418	Packard Bell PB1452CGH	1-1	CGH color
003	K	T90764919	Packard Bell PB1452CGH	1-1	AT style
004	P	68NA023300	Garibonics PB-1124-001	1-1	21-pin DM
005	S	E1FE3653	Packard Bell PB500	+26	40KMB, 1.5MB, 20" CRT
006	M	90406542-111839	Packard Bell PB1452CGH	+26	CGH color
007	K	400002471	Packard Bell PB1452CGH	1-2	AT style
008	S	43370567	Packard Bell PB500	4	
009	P	61900181	Video 42	4	
010	D	010377	PB2400 plus Multim	4	
011				4	
012	S	E8K21401	PB500	5	40KMB, 1.5MB, 20" CRT
013	K	T90764919	PB	5	AT style
014	M	81203419	PB 1452 CGH	5	
015	K	712014901	DEC Tech Corp, 78	1-13	AT style
016	M	63809779	Magnum Professional Model 76MC23 010	1-13	number monitor
017	S	6656593	IBM Model 5150	1-13	number monitor
018	K	71222207	DEC Professional Model 76MC23 010	1-12	AT style
019	M	U4-81100182	Toshiba Model 2020	1-12	number monitor
020	S	6656601	Video Systems	1-12	40KMB, 1.5MB, 20" CRT
021	K	712015261	not labeled	1-11	AT style
022	M	59966626	Magnum Professional Model 76MC23 010	1-11	number monitor
023	S	6656600	not labeled	1-11	40KMB, 1.5MB, 20" CRT
024	K	871201490		1-10	
025	M	60193888		1-10	
026	S	6656687		1-10	
027	P	2A31140	Toshiba Model 2020	1-9	
028	K	80523777	DEC Professional Model 76MC23 010	1-8	
029	M	60193504		1-8	
030	S	6656689		1-8	
031	P	602112325	NEC Model 2200	1-8	
032	P	602151367	NEC Model 2200	1-6	
033	K	71222435		1-6	
034	M	60193228	IBM Model 5150	1-6	
035	P	602096230	NEC Model 2200	1-7	
036	K	60533717		1-7	
037	M	6001232163		1-7	
038	S	475145		1-7	
039	P	602151455		1-4	
040	K	4AAE00125	IBM Model 5150	1-4	
041	S	E9A5335		1-4	
042	M	61100894	PB1452CGH	1-4	
043	P	602126496		1-5	
044	K	60501533	NEC Model 2200 keyboard	1-5	
045	S	446869	PB500	1-5	
046	M	70406406		1-5	
047	K	980003174	IBM Model 5150	1-14	
048	M	81106887	Packard Bell PB1452CGH	1-14	
049	S	E9CE3015	Packard Bell PB500	1-14	
050	K	82AB01136		1-17	
051	M	81003033	PB1452CGH	1-17	
052	S	E9NE-0517		1-17	
053	K	4AAE0364	IBM Model 5150	1-18	
054	M	60300722		1-18	
055	S	E9BD0319		1-18	
056	P	9AAMP21113	IBM Model 5150	1-19	
057	K	T90765340	Packard Bell PB1452CGH	1-20	
058	M	40408651	PB1452CGH	1-20	
059	S	E9AA5124		1-20	
060	K	62AE0104		1-21	
061	M	81202498		1-21	
062	S	E9BD007		1-21	
063	K	02M07620		1-23	
064	M	40408028		1-23	
065	S	E8LD2017		1-23	
066	P	602151475		1-23	
067	D	010376		1-21	
068	M	8120342	Model # PB1452CGH	4	

547 217

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497 Page No. 111  
Identification No. 261394 Dated April 21, 1986

- 1. Debtor(s) { Bio Gro Systems, Inc.  
Name or Names — Print or Type  
1916 Forest Drive Annapolis, Md. 21401  
Address — Street No. City - County State Zip Code
- 2. Secured Party { First National Bank of Md/.  
Name or Names — Print or Type  
18 West St. Annapolis, Md. 21401  
Address — Street No. City - County State Zip Code
- 3. Maturity Date (if any) \_\_\_\_\_
- 4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated

RECORDED  
INDEXED  
MAY 1 1986  
BY EYE SCANNER  
AN APOLLO SYSTEMS UNIT

Dated August 14, 1989  
First National Bank of Md.  
Trudye N. Weisberg  
(Name of Secured Party)  
*Trudye Weisberg*  
(Signature of Secured Party)  
Loan Accounting Executive  
Type or Print (Include Title if Company)

1580

547-218

261304

BOOK 497 PAGE 111

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Bio Gro systems, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
1916 Forest Drive	18 West Street
<small>(Address)</small>	<small>(Address)</small>
Annapolis, Maryland 21401	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

SEE ATTACHED SCHEDULE A

RECORD FEE 12.00  
 POSTAGE .50  
 421144 DT77 RD2 109:12  
 APR 21 88



1986 APR 21 AM 10:12  
 F. AL...  
 ...

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Bio Gro Systems, Inc. (Seal)	_____ (Seal)
By: <u>Stephen R. Campbell</u> (Seal)	By: <u>William K. Blanchet</u> (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
Stephen R. Campbell, President	William K. Blanchet
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1200  
83  
BS-0850A-8406

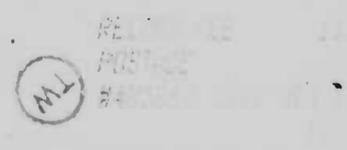
Not Subject to Recordation Tax  Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_  To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS		
1. Debtors(s)	No.	Street	City State
Sluggo, Inc.	245	West Street	Annapolis, MD 21400

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:  
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-100 located at 245 West Street Anne Arundel County MD 21400

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-100



CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate: \_\_\_\_\_~~

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	<i>[Signature]</i> President
By: <i>[Signature]</i>	BY: Sluggo, Inc.
Type Name J.G. Yawman	_____
Title Assistant Secretary	_____
	_____
	_____
	_____
	Type or Print Name and Title of Each Signature

118

547 220

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 255584 recorded in Liber 482, Folio 399 on 2-15-85 at Financing Records of Anne Arundel County.

1. DEBTOR(S): POPLAR ASSOCIATES LIMITED PARTNERSHIP
ADDRESS(ES): 350 RIVER ROAD
ARNOLD, MARYLAND 21012
2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: BARBARA LEWIS/LDRU
ADDRESS: MAILSTOP: 02-28-01; Post Office Box 987, Baltimore, Maryland 21203
Person and Address to whom Statement is to be returned (if different from above):
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)
3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. XX TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a. Not subject to Recordation Tax.
b. Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.

DEBTOR(S): N/A (Signature necessary only if Item 6 is applicable)

BY: N/A (SEAL)

BY: N/A (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank
BY: Margaret O. Woodside, V.P. (SEAL)
Margaret O. Woodside - Vice President (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4/86

158

JCW/BRAND-12  
10/17/89/vmr/jj

517-221

1491206

INDEMNITY FINANCING STATEMENT

278911

To be filed among the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a Guaranty by **BRANDON II ASSOCIATES**, a Maryland partnership ("Indemnitor"), which Guaranty was given to guarantee a loan from the Secured Party named herein to Leroy M. Merritt and Constellation Properties, Inc. in the principal amount of \$3,300,000.00. No recordation taxes were due or payable upon the recordation of the Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF INDEMNITOR

Brandon II Associates,  
a Maryland partnership

ADDRESS OF INDEMNITOR

c/o 2066 Lord Baltimore Drive  
Baltimore, Maryland 21207

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE  
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

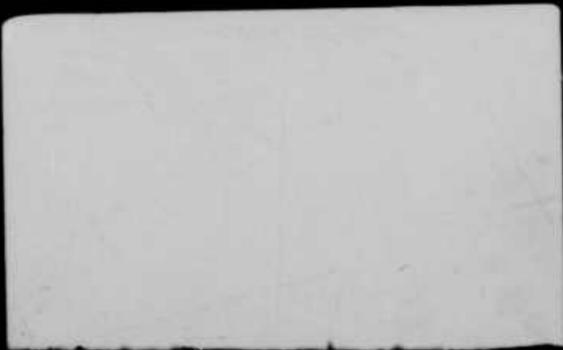
200 Bloor Street East  
Toronto, Ontario, Canada M4W 1E5

1. This Financing Statement covers the following items of property:
  - A. All personal property, construction materials, chattels, fixtures and equipment now or at any time hereafter owned by Indemnitor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, including, but without limiting the generality of the foregoing, all plumbing,

ALL

RECORDED  
INDEXED  
MAY 19 1990  
ANNE ARUNDEL COUNTY  
MARYLAND

15



heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows, doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

- B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, sales contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Deed of Trust, (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Indemnitor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Indemnity Assignment of Lessor's Interest in Leases and Guarantees executed of even date herewith.
  - C. Proceeds of the above described collateral.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the real property encumbered by the Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, and the attorneys' fees, costs, and disbursements incurred in connection with the collection of any such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, located in Anne Arundel County, Maryland, as more fully described in Exhibit A attached hereto and in the Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Indemnity

Deed of Trust and Security Agreement constituting the Security Agreement to this secured transaction.

Dated: October 18, 1989

WITNESS:

Matthew H. Blum

BRANDON II ASSOCIATES,  
a Maryland partnership

By: LeRoy M. Merritt (SEAL)  
LeRoy M. Merritt,  
as its general partner

By: Constellation Properties, Inc.,  
as its general partner

James J. Jeffcoat

By: James J. Jeffcoat (SEAL)  
JAMES J. JEFFCOAT  
TREASURER AND  
ASSISTANT SECRETARY

EXHIBIT A  
LEGAL DESCRIPTION

547 223

BEING KNOWN AND DESIGNATED as Lot 5A, containing 5.1527 acres, as shown on a Plat entitled "Administrative Plat Revised Lot 5 and 6, Plat 2 BRANDON WOODS BUSINESS PARK, Section 1, Plat Book 85, page 47", which Plat is recorded among the Land Records of Anne Arundel County in Liber 3857, folio 578 and also being the land which by Deed dated September 24, 1985 and recorded among the aforesaid Land Records at Liber EAC 3957, folio 59 was granted and conveyed by Resource and Property Management, Inc. to Brandon II Associates.

AND further described as follows:

BEGINNING FOR THE SAME at a 4 inch by 4 inch concrete monument found at the point formed by the intersection of the southeast side of Solley Road, variable width, and the northeast side of Energy Parkway, 80 feet wide, as shown on the Plat entitled "Administrative Plat, Revised Lot 5 and 6, Plat 2, BRANDON WOODS BUSINESS PARK, Section 1, Plat Book 85, page 47", dated December 24, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber EAC 3857, folio 578, said point of beginning also being the southwest corner of the land which by Deed dated September 24, 1985 and recorded among the aforesaid Land Records in Liber EAC 3957, folio 59 and was granted and conveyed by Resource & Property Management, Inc. to Brandon II Associates, thence leaving said point of beginning and running and binding on said southeast side of Solley Road and also binding on the outlines of said Lot 5A with all courses of this description referred to the Maryland Coordinate System, the two following courses and distances, viz: (1) North 22 degrees 48 minutes 49 seconds West 21.21 feet to a 5/8 inch rebar found and thence, (2) North 22 degrees 11 minutes 11 seconds East 515.00 feet to a 3/4 inch rebar found, thence leaving said southeast side of Solley Road and running and continuing to bind on the outlines of said Lot 5A, the four following courses and distances, viz: (3) South 67 degrees 48 minutes 49 seconds East 300.00 feet, thence (4) North 22 degrees 11 minutes 11 seconds East 20.00 feet, thence, (5) South 67 degrees 48 minutes 49 seconds East 120.00 feet to a 3/4 inch rebar found, and thence (6) South 22 degrees 11 minutes 11 seconds West 550.00 feet to intersect said northeast side of Energy Parkway at a 3/4 inch rebar found, thence running and binding on said northeast side of Energy Parkway and also continuing to bind on the outlines of said Lot 5A (7) North 67 degrees 48 minutes 49 seconds West 405.00 feet to the point of beginning; containing 5.163 acres of land, more or less.

TOGETHER WITH the use in common of the "Common Use Driveway" containing 12,000 square feet between Lots 4 and 5 as shown on the Plat entitled "Plat 2, BRANDON WOODS BUSINESS PARK, Section 1", which Plat is recorded among the Land Records of Anne Arundel County at Plat Book 85, folio 47.

3:009:RC

1891206

AFTER RECORDING. MAIL TO:  
COMMONWEALTH LAND TITLE  
SUITE 1524  
WORLD TRADE CENTER  
BALTIMORE MD 21202

2

547 224

278912



Financing Statement

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - Anne Arundel County, Maryland

Note: The principal amount of debt secured hereby is: \$ 1,300,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

Financing Statement

1. Debtor:  
Rhoda L. Baldwin

Address:  
41 Defense Highway  
Annapolis, Maryland 21401

2. Secured Party:  
Sovran Bank/Maryland

Address:  
6610 Rockledge Drive  
Bethesda, Maryland 20817-1876

3. Trustee:  
Dana E. Tydings  
Alice A. Steely

Address:  
6610 Rockledge Drive  
Bethesda, Maryland 20817-1876

4. This Financing Statement Covers:

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

53



547-225

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
  - (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
  - (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
  - (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
  - (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
  - (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
  - (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.
  - (k) But excludes all property owned by Tenant.
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
  6. Proceeds of collateral are covered by this Financing Statement.
  7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the land of which the Debtor is the record owner.
  8. Maturity date of the obligation is stated in the Note.

**Debtor:**

[Corporation or Partnership]

[Individuals]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rhoda L. Baldwin (Seal)

Rhoda L. Baldwin

Date: October 18, 1989

After this Financing Statement has been recorded, please mail the same to:

Dennis C. Brady, Esquire  
 O'Malley, Miles & Harrell  
 99 Commerce Place  
 P.O. Box 900  
 Upper Marlboro, Maryland 20772

EXHIBIT "A"

SILBERMANN & ASSOCIATES, INC.  
Engineers      Planners      Surveyors  
3527 East Joppa Road  
Baltimore, Maryland 21234

547 228

DESCRIPTION OF A 3.947 ACRE TRACT LYING ON THE SOUTHERN SIDE OF DEFENSE HIGHWAY, MARYLAND ROUTE #450, KNOWN AS THE BALDWIN SERVICE CENTER, NEAR THREE MILE OAK IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same on the southern side of Defense Highway, Maryland Route #450 at the beginning of the fifth, or south 27 degrees 36' west 355.5 feet line of a deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen, recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. #212, folio 22, and running and binding along part of the said fifth line as now surveyed;

(1) South 19 degrees 47' 15" west 320.26 feet to a "PK" Nail set marking the northeastern corner of a 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., recorded among the Land Records of Anne Arundel County, Maryland.

Thence continuing in a straight line across the end of the said 30 feet wide strip and continuing to run and bind reversely along the third, or north 27 degrees 26' east 47.5 feet line of the deed from Mowbray Bowen to Rhoda L. Baldwin, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3908, folio 198, dated June 25, 1985, in all;

(2) South 19 degrees 47' 15" west 76.69 feet to a pipe set at the southeast corner of the 3.947 acre tract now being described, and at the northwest end of the north 78 degrees 06' 23" west 70.61 feet line of the 20 feet wide strip of land deeded by F. G. Baldwin, Jr. & F. G. Baldwin & Thomas F. Baldwin, Trustees for the estate of Belle Baldwin to Crown Oil and Wax Company of Delaware, dated Oct. 12, 1972 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2537, folio 119;

Thence running and binding reversely on the second, or south 72 degrees 38' east 76.9 feet line or parcel #2 described in the aforementioned deed from Mowbray Bowen to Rhoda L. Baldwin in Liber 3908, folio 198, as now surveyed, and continuing in a straight line 224.68 feet.

(3) North 81 degrees 06' 40" west 301.58 feet to a pipe found at the southwest corner of the said 3.947 acre tract, and at the corner of a fence;

Thence running and binding on the north 02 degrees 22' east 69.0 feet line of parcel #1 of the last mentioned deed, Liber 3908, folio 198 and along the fence, and continuing in a straight line across the western end of the 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., in Liber 3908, folio 198, parcel #3, in all, as now surveyed;

(4) North 05 degrees 43' 24" west 99.38 feet to a pipe found at a fence corner,

Thence continuing to run and bind along a part of the first, or north 02 degrees 22' east 467.22 feet line of the first mentioned deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen in Liber J.H.H. #212, folio 22, as now surveyed, along a fence line;

(5) North 05 degrees 05' 02" west 330.0 feet to a pipe set at a corner of a property owned by Baldwin and described in a deed found among the Land Records of

EXHIBIT "A" cont'd

Anne Arundel County, Maryland, in Liber 1929, folio 214;

Thence running and binding on the last mentioned Baldwin property for the two following courses,

(6) South 66 degrees 30' 44" east 97.43 feet to a corner,

(7) North 23 degrees 29' 16" east 100.0 feet to a pipe set on the southwest side of Defense Highway,

Thence running and binding along the said southwest side of Defense Highway, and along part of the third or south 58 degrees 39' east 120.8 feet line of the said deed described in the aforementioned Liber J.H.H. #212, folio 22, as now surveyed;

(8) South 66 degrees 30' 44" east 29.22 feet to the end of the said third line, and continuing along the southwest side of Defense Highway and running and binding along the fourth or south 57 degrees 55' east 326.2 feet line of the said description in Liber J.H.H. #212, folio 22, as now surveyed;

(9) South 65 degrees 46' 48" east 345.93 feet to a pipe set at the place of beginning.

BEING all of the lands described in Liber 3690, folio 785, Parcel #1, containing 3.315 acres and all of the land in Parcels #1, 2 and 3 described in Liber 3908, folio 198.

CONTAINING 3.947 acres of land, more or less.

SUBJECT TO THE FOLLOWING EASEMENTS:

1. A forty feet wide right of way as conveyed in a deed of easement and agreement made July 26, 1989 conveyed by Rhoda L. Baldwin unto Anne Arundel County, Maryland, to Lay Construction and maintain public utilities, as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4900, page 755.

The said 40 feet wide easement beginning at the northeast corner of the 3.947 acre parcel described above;

Thence running and binding along the easternmost outline of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 396.95 feet to a pipe set at the southeast corner of the said 3.947 acre tract;

Thence running and binding along part of the southern line of the said 3.947 acre tract;

(2) North 81 degrees 15' 16" west 40.78 feet to a point intersected by the western line of the 40 feet wide easement now being described;

Thence running and binding along the said western line;

(3) North 19 degrees 35' 02" east 407.69 feet to southern side of Defense Highway;

Thence running and binding along the said southern side of Defense Highway;

(4) South 66 degrees 00' 58" east 40.12 feet to the place of beginning;

2. A 15 feet wide utility easement and contiguous 15 feet wide construction strip for a combined width of 30 feet, the line of division of the two 15 feet wide strips beginning on the southern right of way of Defense Highway, Maryland Route #450, at a

distance of 25.08 feet north 66 degrees 00' 58" west from the northeast corner of the 3.947 acre tract described above;

Thence running in a line parallel to and 25.0 feet from and as measured at right angles to the eastern line of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 403.66 feet to intersect the southernmost line of the said 3.947 acre tract herein described;

The said utility and construction easements are described in a deed found among the Land Records of Anne Arundel County, Maryland in Liber 4900, page 758 and are shown as Exhibit "B 1" on page 760 of Liber 4900. The said utility easement contains 6,085 square feet, and a construction easement containing 6,025 square feet of land, more or less.

Being for both parts of the 40 feet wide, use in common, right of way in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2460, folio 727.

3. A 15 feet wide utility easement with a contiguous 15 feet wide construction easement, less existing building clearance area, having a combined width of 30 feet;

The beginning of the line of division between the two 15 feet wide strips at a point in the western or north 19 degrees 35' 02" east 407.69 feet line of the above referenced 40 feet wide, use in common, right of way said point being located 15.27 feet from the beginning of the 407.69 feet line;

Thence running parallel to the southern line of the 3.947 acre tract, north 81 degrees 15' 16" west 268.23 feet to the western line of the said tract, all as shown on a plat prepared for the Department of Public Works of Anne Arundel County, Maryland, entitled, "15 feet utility easement and 15 feet construction strip, lands of Rhoda L. Baldwin, Drawing #2 of 2, dated March 1989 and shown on Exhibit "B-2" on page 761 of Liber 4900. Containing 3.971 square feet for the utility easement, and 4,076 square feet for the construction strip.

Being part of Parcels #1 and #2 described in Liber 3908, folio 198.

4. Existing 20 feet wide utility easement between Rhoda L. Baldwin and the Annapolis Self Storage Limited Partnership in a deed found among the Land Records of Anne Arundel County, Maryland, in Liber 3715, page 271, being located as the easternmost half of the 40 feet wide right of way running along the easternmost line of the 3.947 acre tract described above as recorded in Liber 4900, page 755.

5. A deed of easement and agreement, dated October 7, 1981 between Charles C. Baldwin, Thomas I. Baldwin, and Bernadete B. Darrow, surviving partners; Rhoda L. Baldwin, Thomas I. Baldwin and Maryland National Bank; co-executors under the Will of Frank G. Baldwin, Jr., deceased partner of Baldwin Service Investors, A Maryland General Partnership, grant and convey unto Anne Arundel County, Maryland, the right to lay and construct and maintain sewers, storm drains, water pipes and other public utilities services and appurtenances thru the land of Baldwin Services Investors; Beginning for the same at a point on the south side of Defense Highway, Maryland Route #450, (West Street) at a distance of 36.64 feet south 66 degrees 10' 35" east from the northwest corner of the 3.947 acre tract described above;

Thence running and binding on the southern side of the said Maryland Route #450;

(1) South 66 degrees 10' 35" east 15.000 feet, thence leaving the south side of Maryland Route #450 and running thru the 3.947 acre tract for two courses:

(2) South 23 degrees 20' 31" west 33.705 feet

(3) North 66 degrees 10' 35" west 51.327 feet to a point on the north 23 degrees 29' 16" east 100.00 feet western line of the said 3.947 acre tract;

Thence with part of the said western line;

(4) North 22 degrees 48' 16" east 15.002 feet; thence leaving the said western line the two following courses;

(5) South 66 degrees 10' 35" East 36.466 feet

(6) North 23 degrees 20' 31" east 18.704 feet to the south side of Maryland Route #450 and the place of beginning.

Containing 1,052 square feet of land as shown on a right of way Plat #3, contract #1534-W West Street tie line as shown on page 890 of Liber 3453.

Being a part of the conveyance from William L. Corbin, Trustee, to Baldwin Service Investors by a Deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber WGL 3072 folio 203, dated January 16, 1978.

EXHIBIT "A" cont'd

SILBERMANN & ASSOCIATES, INC.  
ENGINEERS      Planners      Surveyors  
3527 East Joppa Road  
Baltimore, Maryland 21234

547 230

DESCRIPTION OF A 0.752 ACRE TRACT OF LAND ON THE WESTERN SIDE OF THE WEST RAMP FROM DEFENSE HIGHWAY, MARYLAND ROUTE #450, TO THE BALTIMORE WASHINGTON EXPRESSWAY, U.S. ROUTE #50 AND 301, NEAR THREE MILE OAK IN ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a concrete monument found on the northwestern right of way line of the west connecting ramp to the Baltimore Washington Expressway, US Route #50 and #301, as shown on the Maryland State Roads Commission Right of Way Plat #9914, said point marking the beginning of the north 58 degrees 33' 00" west 265.20 feet line of the deed from Frank G. Baldwin, Jr., et al to Humble Oil and Refining Company, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

Thence running and binding on the said last mentioned line, as now surveyed; and crossing pipes set at 24.50 feet and 12.50 feet at the intersection of two strips 24.50 feet and 12.50 feet wide at the beginning of a 37.00 feet wide strip leading from the parcel now being described to the southern side of Defense Highway and continuing in all;

(1) North 65 degrees 35' 56" west 266.17 feet to a pipe set on the third, or north 19 degrees 36' 27" east 226.39 feet line of a deed dated October, 1972, found among the said Land Records in Liber 2537, folio 119, from F. G. Baldwin, Jr. and F. G. Baldwin and Thomas I. Baldwin, Trustees for the estate of Belle Baldwin conveyed to Crown Oil and Wax Company of Delaware.

Thence running and binding on the said last mentioned line as now surveyed;

(2) South 19 degrees 47' 15" east 75.47 feet to a pipe set at a point of curvature;

(3) with a curve to the left with a radius of 25.00 feet and an arc length of 29.66 feet, as subtended by a chord bearing south 14 degrees 12' 01" east 27.95 feet, with a central angle of 67 degrees 58' 27", to a pipe set at a point of reverse curvature;

(4) with a curve to the right with a radius of 55.00 feet, an arc length of 62.71 feet, subtended by a chord bearing south 15 degrees 31' 26" east 59.37 feet, and a central angle of 65 degrees 19' 44", to a pipe set near a fence line along the south line of the parcel now being described;

Thence running and binding along the said fence line;

(5) south 77 degrees 08' 30" east 122.96 feet to a pipe set;

Thence along a fence line running at right angles to the last line;

(6) South 12 degrees 51' 30" west 30.00 feet to a pipe set at a fence corner;

Thence running and binding along the said fence;

(7) South 77 degrees 08' 30" east 65.73 feet to a concrete monument found at the western edge of the west ramp of the Baltimore Washington Expressway, US routes #50 and #301;

Thence running and binding along the said western edge of the said west ramp for two courses;

(8) North 32 degrees 38' 37" east 95.30 feet to a pipe set;

547 231

(9) North 24 degrees 25' 26" east 39.92 feet to the place of beginning.

CONTAINING 0.752 acres of land more or less.

TOGETHER with the use of a 37.00 feet wide right of way as described in a deed from Franklin G. Baldwin, Jr., et al to Humble Oil and Refining Company as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

The said 37.00 feet wide right of way being described by the 12.50 feet line to the east of the westernmost side of the 37.00 feet strip as follows:

BEGINNING at the south side of Defense Highway at a cross cut in the concrete, at a point south 57 degrees 41' 38" east 49.50 feet from a pipe set, which pipe in turn located south 65 degrees 46' 48" east 123.54 feet from the north east corner pipe of the twenty feet wide strip from F. G. Baldwin, et al, to Crown Oil and Wax Co., as described in the Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2537, folio 119.

thence leaving the place of beginning and the south side of Defense Highway;

(1) South 24 degrees 24' 06" west 29.37 feet to a "PK" Nail set.

Thence continuing at right angles to the last line;

(2) South 65 degrees 35' 54" east 32.86 feet to a pipe set;

Thence continuing along the interior line parallel to and at a distance of 12.50 feet measured at right angles to the western line of the 37.00 feet wide strip being described;

(3) with a curve to the right with a radius of 55.50 feet, an arc length of 87.20 feet, subtended by a chord bearing south 20 degrees 35' 14" west 78.50 feet, to a pipe set; thence

(4) South 24 degrees 25' 26" west 146.53 feet to a point on the first, or north 65 degrees 35' 56" west 266.17 feet line of the property described above, said point being 24.50 feet from the concrete monument found at the beginning of the said line.

Being a 37.00 feet wide right of way for ingress and egress to the said 0.752 acre tract described above.

547 232

278013



INDEMNITY/ *Financing Statement*

5

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation
- Land Records - Anne Arundel County, Maryland

*Note:* The principal amount of debt secured hereby is: \$ a \$500,000.00 Line of Credit. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

INDEMNITY/ *Financing Statement*

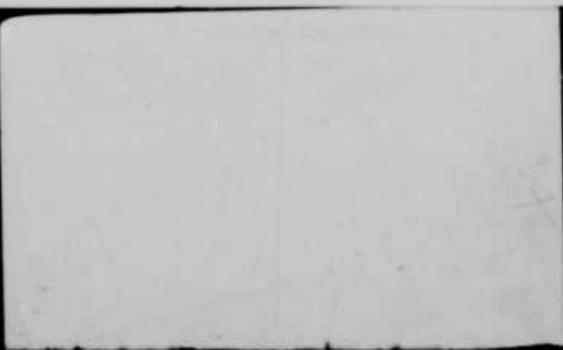
- |                                 |   |
|---------------------------------|---|
| 1. Debtor:                      | Address:  |
| RHODA L. BALDWIN                | 41 Defense Highway<br>Annapolis, Maryland 21401       |
| 2. Secured Party:               | Address:  |
| Sovran Bank/Maryland            | 6610 Rockledge Drive<br>Bethesda, Maryland 20817-1876 |
| 3. Trustee:                     | Address:  |
| Dana E. Tydings<br>Alice Steely | 6610 Rockledge Drive<br>Bethesda, Maryland 20817-1876 |

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The Debtor is not primarily liable for repayment of the debt secured hereby, but has guaranteed the obligations of Baldwin Service Center, Inc.

4. This Financing Statement Covers:
- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
  - (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");
  - (c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

Handwritten scribbles



547-233

- (d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;
  - (e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;
  - (f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;
  - (g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;
  - (h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;
  - (i) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and
  - (j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.
  - (k) But excludes all property owned by Tenant.
5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
  6. Proceeds of collateral are covered by this Financing Statement.
  7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
  8. Maturity date of the obligation is stated in the Note.

**Debtor:**

[Corporation or Partnership]

[Individuals]

\_\_\_\_\_

*Rhoda L. Baldwin* (Seal)  
RHODA L. BALDWIN

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_

DATED: October 18, 1989

\_\_\_\_\_

After this Financing Statement has been recorded, please mail the same to:

Dennis C. Brady, Esquire  
O'Malley, Miles & Harrell  
99 Commerce Place  
Post Office Box 900  
Upper Marlboro, MD 20772

EXHIBIT "A"

SILBERMANN & ASSOCIATES, INC.  
Engineers      Planners      Surveyors  
3527 East Joppa Road  
Baltimore, Maryland 21234

547 231

DESCRIPTION OF A 3.947 ACRE TRACT LYING ON THE SOUTHERN SIDE OF DEFENSE HIGHWAY, MARYLAND ROUTE #450, KNOWN AS THE BALDWIN SERVICE CENTER, NEAR THREE MILE OAK IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same on the southern side of Defense Highway, Maryland Route #450 at the beginning of the fifth, or south 27 degrees 36' west 355.5 feet line of a deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen, recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. #212, folio 22, and running and binding along part of the said fifth line as now surveyed;

(1) South 19 degrees 47' 15" west 320.26 feet to a "PK" Nail set marking the northeastern corner of a 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., recorded among the Land Records of Anne Arundel County, Maryland.

Thence continuing in a straight line across the end of the said 30 feet wide strip and continuing to run and bind reversely along the third, or north 27 degrees 26' east 47.5 feet line of the deed from Mowbray Bowen to Rhoda L. Baldwin, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3908, folio 198, dated June 25, 1985, in all;

(2) South 19 degrees 47' 15" west 76.69 feet to a pipe set at the southeast corner of the 3.947 acre tract now being described, and at the northwest end of the north 78 degrees 06' 23" west 70.61 feet line of the 20 feet wide strip of land deeded by F. G. Baldwin, Jr. & F. G. Baldwin & Thomas F. Baldwin, Trustees for the estate of Belle Baldwin to Crown Oil and Wax Company of Delaware, dated Oct. 12, 1972 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2537, folio 119;

Thence running and binding reversely on the second, or south 72 degrees 38' east 76.9 feet line or parcel #2 described in the aforementioned deed from Mowbray Bowen to Rhoda L. Baldwin in Liber 3908, folio 198, as now surveyed, and continuing in a straight line 224.68 feet.

(3) North 81 degrees 06' 40" west 301.58 feet to a pipe found at the southwest corner of the said 3.947 acre tract, and at the corner of a fence;

Thence running and binding on the north 02 degrees 22' east 69.0 feet line of parcel #1 of the last mentioned deed, Liber 3908, folio 198 and along the fence, and continuing in a straight line across the western end of the 30 feet wide strip of land as saved and excepted in the deed from Mowbray Bowen and Hazel S. Bowen to F.G.B. Inc., in Liber 3908, folio 198, parcel #3, in all, as now surveyed;

(4) North 05 degrees 43' 24" west 99.38 feet to a pipe found at a fence corner,

Thence continuing to run and bind along a part of the first, or north 02 degrees 22' east 467.22 feet line of the first mentioned deed from Minnie B. Richardson to Mowbray Bowen and Hazel S. Bowen in Liber J.H.H. #212, folio 22, as now surveyed, along a fence line;

(5) North 05 degrees 05' 02" west 330.0 feet to a pipe set at a corner of a property owned by Baldwin and described in a deed found among the Land Records of

EXHIBIT "A" cont'd

Anne Arundel County, Maryland, in Liber 1929, folio 214;

Thence running and binding on the last mentioned Baldwin property for the two following courses,

(6) South 66 degrees 30' 44" east 97.43 feet to a corner,

(7) North 23 degrees 29' 16" east 100.0 feet to a pipe set on the southwest side of Defense Highway,

Thence running and binding along the said southwest side of Defense Highway, and along part of the third or south 58 degrees 39' east 120.8 feet line of the said deed described in the aforementioned Liber J.H.H. #212, folio 22, as now surveyed;

(8) South 66 degrees 30' 44" east 29.22 feet to the end of the said third line, and continuing along the southwest side of Defense Highway and running and binding along the fourth or south 57 degrees 55' east 326.2 feet line of the said description in Liber J.H.H. #212, folio 22, as now surveyed;

(9) South 65 degrees 46' 48" east 345.93 feet to a pipe set at the place of beginning.

BEING all of the lands described in Liber 3690, folio 785, Parcel #1, containing 3.315 acres and all of the land in Parcels #1, 2 and 3 described in Liber 3908, folio 198.

CONTAINING 3.947 acres of land, more or less.

SUBJECT TO THE FOLLOWING EASEMENTS:

1. A forty feet wide right of way as conveyed in a deed of easement and agreement made July 26, 1989 conveyed by Rhoda L. Baldwin unto Anne Arundel County, Maryland, to Lay Construction and maintain public utilities, as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4900, page 755.

The said 40 feet wide easement beginning at the northeast corner of the 3.947 acre parcel described above;

Thence running and binding along the easternmost outline of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 396.95 feet to a pipe set at the southeast corner of the said 3.947 acre tract;

Thence running and binding along part of the southern line of the said 3.947 acre tract;

(2) North 81 degrees 15' 16" west 40.78 feet to a point intersected by the western line of the 40 feet wide easement now being described;

Thence running and binding along the said western line;

(3) North 19 degrees 35' 02" east 407.69 feet to southern side of Defense Highway;

Thence running and binding along the said southern side of Defense Highway;

(4) South 66 degrees 00' 58" east 40.12 feet to the place of beginning;

2. A 15 feet wide utility easement and contiguous 15 feet wide construction strip for a combined width of 30 feet, the line of division of the two 15 feet wide strips beginning on the southern right of way of Defense Highway, Maryland Route #450, at a

547 236

distance of 25.08 feet north 66 degrees 00' 58" west from the northeast corner of the 3.947 acre tract described above;

Thence running in a line parallel to and 25.0 feet from and as measured at right angles to the eastern line of the said 3.947 acre tract;

(1) South 19 degrees 35' 02" west 403.66 feet to intersect the southernmost line of the said 3.947 acre tract herein described;

The said utility and construction easements are described in a deed found among the Land Records of Anne Arundel County, Maryland in Liber 4900, page 758 and are shown as Exhibit "B 1" on page 760 of Liber 4900. The said utility easement contains 6,085 square feet, and a construction easement containing 6,025 square feet of land, more or less.

Being for both parts of the 40 feet wide, use in common, right of way in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2460, folio 727.

3. A 15 feet wide utility easement with a contiguous 15 feet wide construction easement, less existing building clearance area, having a combined width of 30 feet;

The beginning of the line of division between the two 15 feet wide strips at a point in the western or north 19 degrees 35' 02" east 407.69 feet line of the above referenced 40 feet wide, use in common, right of way said point being located 15.27 feet from the beginning of the 407.69 feet line;

Thence running parallel to the southern line of the 3.947 acre tract, north 81 degrees 15' 16" west 268.23 feet to the western line of the said tract, all as shown on a plat prepared for the Department of Public Works of Anne Arundel County, Maryland, entitled, "15 feet utility easement and 15 feet construction strip, lands of Rhoda L. Baldwin, Drawing #2 of 2, dated March 1989 and shown on Exhibit "B-2" on page 761 of Liber 4900. Containing 3.971 square feet for the utility easement, and 4,076 square feet for the construction strip.

Being part of Parcels #1 and #2 described in Liber 3908, folio 198.

4. Existing 20 feet wide utility easement between Rhoda L. Baldwin and the Annapolis Self Storage Limited Partnership in a deed found among the Land Records of Anne Arundel County, Maryland, in Liber 3715, page 271, being located as the easternmost half of the 40 feet wide right of way running along the easternmost line of the 3.947 acre tract described above as recorded in Liber 4900, page 755.

5. A deed of easement and agreement, dated October 7, 1981 between Charles C. Baldwin, Thomas I. Baldwin, and Bernadete B. Darrow, surviving partners; Rhoda L. Baldwin, Thomas I. Baldwin and Maryland National Bank; co-executors under the Will of Frank G. Baldwin, Jr., deceased partner of Baldwin Service Investors, A Maryland General Partnership, grant and convey unto Anne Arundel County, Maryland, the right to lay and construct and maintain sewers, storm drains, water pipes and other public utilities services and appurtenances thru the land of Baldwin Services Investors; Beginning for the same at a point on the south side of Defense Highway, Maryland Route #450, (West Street) at a distance of 36.64 feet south 66 degrees 10' 35" east from the northwest corner of the 3.947 acre tract described above;

Thence running and binding on the southern side of the said Maryland Route #450;

EXHIBIT "A" cont'd

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(1) South 66 degrees 10' 35" east 15.000 feet, thence leaving the south side of Maryland Route #450 and running thru the 3.947 acre tract for two courses:

(2) South 23 degrees 20' 31" west 33.705 feet

(3) North 66 degrees 10' 35" west 51.327 feet to a point on the north 23 degrees 29' 16" east 100.00 feet western line of the said 3.947 acre tract; Thence with part of the said western line;

(4) North 22 degrees 48' 16" east 15.002 feet; thence leaving the said western line the two following courses;

(5) South 66 degrees 10' 35" East 36.466 feet

(6) North 23 degrees 20' 31" east 18.704 feet to the south side of Maryland Route #450 and the place of beginning.

Containing 1,052 square feet of land as shown on a right of way Plat #3, contract #1534-W West Street tie line as shown on page 890 of Liber 3453.

Being a part of the conveyance from William L. Corbin, Trustee, to Baldwin Service Investors by a Deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber WGL 3072 folio 203, dated January 16, 1978.

EXHIBIT "A" cont'd

SILBERMANN & ASSOCIATES, INC.  
ENGINEERS      Planners      Surveyors  
3527 East Joppa Road  
Baltimore, Maryland 21234

517-238

DESCRIPTION OF A 0.752 ACRE TRACT OF LAND ON THE WESTERN SIDE OF THE WEST RAMP FROM DEFENSE HIGHWAY, MARYLAND ROUTE #450, TO THE BALTIMORE WASHINGTON EXPRESSWAY, U.S. ROUTE #50 AND 301, NEAR THREE MILE OAK IN ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a concrete monument found on the northwestern right of way line of the west connecting ramp to the Baltimore Washington Expressway, US Route #50 and #301, as shown on the Maryland State Roads Commission Right of Way Plat #9914, said point marking the beginning of the north 58 degrees 33' 00" west 265.20 feet line of the deed from Frank G. Baldwin, Jr., et al to Humble Oil and Refining Company, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

Thence running and binding o the said last mentioned line, as now surveyed; and crossing pipes set at 24.50 feet and 12.50 feet at the intersection of two strips 24.50 feet and 12.50 feet wide at the beginning of a 37.00 feet wide strip leading from the parcel now being described to the southern side of Defense Highway and continuing in all;

(1) North 65 degrees 35' 56" west 266.17 feet to a pipe set on the third, or north 19 degrees 36' 27" east 226.39 feet line of a deed dated October, 1972, found among the said Land Records in Liber 2537, folio 119, from F. G. Baldwin, Jr. and F. G. Baldwin and Thomas I. Baldwin, Trustees for the estate of Belle Baldwin conveyed to Crown Oil and Wax Company of Delaware.

Thence running and binding on the said last mentioned line as now surveyed;

(2) South 19 degrees 47' 15" east 75.47 feet to a pipe set at a point of curvature;

(3) with a curve to the left with a radius of 25.00 feet and an arc length of 29.66 feet, as subtended by a chord bearing south 14 degrees 12' 01" east 27.95 feet, with a central angle of 67 degrees 58' 27", t a pipe set at a point of reverse curvature;

(4) with a curve to the right with a radius of 55.00 feet, an arc length of 62.71 feet, subtended by a chord bearing south 15 degrees 31' 26" east 59.37 feet, and a central angle of 65 degrees 19' 44", to a pipe set near a fence line along the south line of the parcel now being described;  
Thence running and binding along the said fence line;

(5) south 77 degrees 08' 30" east 122.96 feet to a pipe set;  
Thence along a fence line running at right angles to the last line;

(6) South 12 degrees 51' 30" west 30.00 feet to a pipe set at a fence corner;  
Thence running and binding along the said fence;

(7) South 77 degrees 08' 30" east 65.73 feet to a concrete monument found at the western edge of the west ramp of the Baltimore Washington Expressway, US routes #50 and #301;

Thence running and binding along the said western edge of the said west ramp for two courses;

(8) North 32 degrees 38' 37" east 95.30 feet to a pipe set;

EXHIBIT "A" con't

(9) North 24 degrees 25' 26" east 39.92 feet to the place of beginning. 547 239

CONTAINING 0.752 acres of land more or less.

TOGETHER with the use of a 37.00 feet wide right of way as described in a deed from Franklin G. Baldwin, Jr., et al to Humble Oil and Refining Company as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2301, folio 90;

The said 37.00 feet wide right of way being described by the 12.50 feet line to the east of the westernmost side of the 37.00 feet strip as follows:

BEGINNING at the south side of Defense Highway at a cross cut in the concrete, at a point south 57 degrees 41' 38" east 49.50 feet from a pipe set, which pipe in in turn located south 65 degrees 46' 48" east 123.54 feet from the north east corner pipe of the twenty feet wide strip from F. G. Baldwin, et al, to Crown Oil and Wax Co., as described in the Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 2537, folio 119.

thence leaving the place of beginning and the south side of Defense Highway;

(1) South 24 degrees 24' 06" west 29.37 feet to a "PK" Nail set.

Thence continuing at right angles to the last line;

(2) South 65 degrees 35' 54" east 32.86 feet to a pipe set;

Thence continuing along the interior line parallel to and at a distance of 12.50 feet measured at right angles to the western line of the 37.00 feet wide strip being described;

(3) with a curve to the right with a radius of 55.50 feet, an arc length of 87.20 feet, subtended by a chord bearing south 20 degrees 35' 14" west 78.50 feet, to a pipe set; thence

(4) South 24 degrees 25' 26" west 146.53 feet to a point on the first, or north 65 degrees 35' 56" west 266.17 feet line of the property described above, said point being 24.50 feet from the concrete monument found at the beginning of the said line.

Being a 37.00 feet wide right of way for ingress and egress to the said 0.752 acre tract described above.



547 # 240

Financing Statement

278914

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Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	ADDRESS City	State
1. Debtor(s)			
Baldwin Service Center, Inc.	41 Defense Highway	Annapolis	MD 21401

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

~~All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.~~

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

~~Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.~~

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: N/A



RECORD FEE 11.00  
POSTAGE .50

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Baldwin Service Center, Inc.

By: \_\_\_\_\_

a Maryland corporation

Type Name Donald L. Arnold

By: Rhoda L. Baldwin

Title Vice President

Name: Rhoda L. Baldwin

Dated: October 18, 1989

Title: Chairman of the Board  
Type or Print Name and Title of Each Signature

*Handwritten initials and signatures*

SCHEDULE A

547 241

None

547 242

278915

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: RK FAIRFIELD JOINT VENTURE a Maryland Joint Venture	Address: 342 Bantry Court Annapolis, Maryland 21401
--	---

2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK	Address: P. O. Box 2558 Salisbury, MD 21801 ATTN: Marion J. Minker, Jr.
--	--



3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or

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purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$2,515,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: RK FAIRFIELD JOINT VENTURE  
a Maryland Joint Venture

BY: Thomas F. Redd (SEAL)  
Thomas F. Redd  
Joint Venturer

BY: Margaret J. Redd (SEAL)  
Margaret J. Redd  
Joint Venturer

BY: Jack Kontgias (SEAL)  
Jack Kontgias  
Joint Venturer

10-16-89

517 244

EXHIBIT A

BEING all that property set forth and described on Plats of Subdivision entitled, "FAIRFIELD ESTATES, SECTION I," Tap Map 38, Blocks 7 and 14, Parcels 38 and 93, Plats 1 through 4, inclusive, recorded among the Land Records of Anne Arundel County in Plat Book No. 121, page 27, 28, 29 and 30.

*Please Return to*

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.  
BOX 868  
ANNAPOLIS, MARYLAND 21404-0868

*Attn: David S. Bruce*

**This Deed,** Made this 19th day of October in the year  
nineteen hundred and eighty-nine by J. Marley Corporation, a Maryland  
Corporation

Whereas, the said J. Marley Corporation

indebted unto sundry persons in various sums of money, which ~~hexx~~ it is unable to pay in  
full and desires to convey all ~~ixits~~ property and estate to Melvin C. Paul, trustee,

in trust for the benefit of ~~ixits~~ creditors as hereinafter set forth.

This trust includes all of the personal property located at 6027 Ritchie Highway,  
Glen Burnie, Maryland 21225, including, but not limited to, inventory, including  
used motorcycle, parts and supplies, furniture and fixtures, deposits, accounts  
receivable, and bank accounts.



A. ERIC SCHAFER  
AN OL. FORTIST 1000

RECORD FEE  
POSTAGE

Now, Therefore, this Deed Witnesseth That, in consideration of the premises and the sum  
of five dollars, the said J. Marley Corporation

A. ERIC SCHAFER  
AN OL. FORTIST 1000

do es hereby grant, convey and assign unto the said Melvin C. Paul

h is heirs, personal representatives and assigns, all ~~ixits~~

estate and property of every nature, kind or description, real and personal, in possession, reversion,  
remainder or expectancy, and wheresoever situated

To Have And To Hold the same unto the said Melvin C. Paul

his personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

**First:** To take possession of the said estate and property, and without unnecessary delay, to convert the same into money by the sale of so much as is salable, and collection of so much thereof as is collectable, and to apply the proceeds, after the payment of the lawful expenses of this trust, including a commission of fifteen per cent., upon the trust fund to said Melvin C. Paul

for his services according to law in such cases, and after the payment of the wages or salaries due to the clerks, employees or servants of said grantor contracted within three months anterior to the execution of this deed, to the payment in full of the debts due and owing by the said J. Marley Corporation

without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a Court of Equity.

**Secondly:** After the payment in full of all the debts aforesaid, and all claims and demands whatsoever against the said J. Marley Corporation

for which ~~it~~ it may be liable, in trust to pay the surplus, if any there be, to the said J. Marley Corporation

~~it~~ its proper representatives and assigns.

And the said J. Marley Corporation

for the purposes aforesaid, do es hereby make, constitute and appoint the said

his true and lawful attorney, irrevocable, in his name or otherwise, to ask, demand, sue for, recover and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said J. Marley Corporation

and hereby granted and conveyed,

and for all receipts and deliveries to make, execute and acknowledge due acquittances, and to compound for any doubtful debts; and further to do all other lawful acts required to be done in the premises in the due and lawful execution of this trust.

As Witness the ~~XXXXXXXXXX~~ seal of the said J. Marley Corporation, a Maryland Corporation, and the signature of John Marley, president

the day and year first above written.

TEST:

*Maney L. Bessie*

*John Marley* [SEAL]  
John Marley, President

\_\_\_\_\_ [SEAL]

State of Maryland, *CITY OF BALTIMORE* County of ~~Anne Arundel~~, to wit:

I HEREBY CERTIFY, That on this *19<sup>th</sup>* day of October, 19 *89*,

before me, the subscriber, a Notary Public of the State of Maryland, in and for J. Marley Corporation, personally appeared John Marley

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Maney L. Bessie*  
Notary Public

My Commission expires:

.....*7/1/90*.....





BEGINNING for the First at an iron pipe set on the Southwest side of Annapolis Street and South  $42^{\circ} 00'$  East 35.88 feet from an iron pipe found at the division corner between Lot 4 and Lot 6 Block 3 as shown on a Plat of West Annapolis and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21; thence running from the place of beginning so fixed and running along the said Southwest side of Annapolis Street South  $42^{\circ} 00'$  East 64.12 feet to an iron pipe found at the intersection formed by the Southwest side of Annapolis Street with the Northwest side of Taylor Avenue; thence with the Northwest side of Taylor Avenue South  $48^{\circ} 00'$  West 100.0 feet to an iron pipe found; thence leaving said Taylor Avenue and running through Lot 2 and Lot 4 Block 3 as shown on the above mentioned plat of West Annapolis North  $42^{\circ} 00'$  West 64.20 feet to an iron pipe set; said iron pipe being South  $42^{\circ} 00'$  East 35.80 feet from an iron pipe found in the division line between Lot 4 and Lot 6 Block 3 as shown on said plat; thence continuing through Lot 4 as shown on said plat North  $48^{\circ} 03'$  East 100.0 feet to the place of beginning. Being part of Lot 2 and part of Lot 4, Block 3, as shown on the plat of West Annapolis recorded among the Plat Records of Anne Arundel County in Plat Book A page 21.

BEGINNING for the Second at an iron pipe found on the Northwest side of Taylor Avenue and South  $48^{\circ} 00'$  West 100.0 feet from an iron pipe found at the intersection formed by the said Northwest side of Taylor Avenue with the Southwest side of Annapolis Street; thence running from the place of beginning so fixed and running along the said Northwest side of Taylor Avenue South  $48^{\circ} 00'$  West 60.0 feet to a point located at the division corner between Lot 2 and Lot 5 Block 3 as shown on a plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21; thence running with the division line between Lots 2 and 4 and Lot 5, Block 3, as shown on said plat and leaving said Taylor Avenue North  $42^{\circ} 00'$  West 100.0 feet to an iron pipe found at the division corner between said Lot 4 and Lot 6 Block 3; thence with part of the division line between said Lot 4 and Lot 6 North  $48^{\circ} 00'$  East 60.0 feet to an iron pipe found; thence running through Lot 4 and Lot 2 Block 3 as shown on said Plat South  $42^{\circ} 00'$  East 100.0 feet to the place of beginning. Being part of Lot 2 and Part of Lot 4 Block 3 as shown on the above-mentioned plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21.

BEGINNING for the Third at an iron pipe found on the Southwest side of Annapolis Street and at the division corner between Lot 4 and Lot 6 Block 3 as shown on a plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21; thence running from the place of beginning so fixed and running along the said Southwest side of Annapolis Street South  $42^{\circ} 00'$  East 35.88 feet to an iron pipe set; thence leaving said Annapolis Street and running through said Lot 4 for new lines of division South  $48^{\circ} 03'$  West 100.0 feet to an iron pipe set and North  $42^{\circ} 00'$  West 35.80 feet to an iron pipe found in the above-mentioned division line between Lot 4 and Lot 6; thence with part of said division line North  $48^{\circ} 00'$  East 100.0 feet to the place of beginning. Being part of Lot 4 Block 3 as shown on the above-mentioned plat of West Annapolis recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A page 21.

BEING the same property described in a Deed of even date herewith from Robert A. Pascal unto One Annapolis Street Partnership, recorded or intended to be recorded immediately prior hereto among the aforementioned Land Records.

FINANCING STATEMENT  
(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Annapolis Contractors, Inc.  
(Name or Names—Last Name First)  
2 Evergreen Road, Severna Park, MD 21146  
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb  
(Name or Names)  
Executive Plaza II, 11350 McCormick Road, Suite 200, Hunt Valley,  
(Address) MD 21031

3. ASSIGNEE (If any)  
OF SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:  
See Exhibit "B"

5. The land upon which the above described collateral is or is to be located is described as follows:  
See Exhibit "A"

RECORD FEE 13.00  
POSTAGE .50  
4017010 0055 004 713:38  
10/20/89

(If additional sheets are attached hereto, state number thereof: two)  
6. Proceeds of collateral are covered hereunder: YES  NO   
7. This transaction (is) (is not) exempt from the Recordation Tax.  
8. The principal amount of the debt initially incurred is: \$388,000.00, required recordation  
tax paid to Clerk of the Circuit Court of Anne Arundel County, Maryland  
9. Filed with: Financing Statement Records of Anne Arundel County, Maryland  
10. RETURN TO: Semmes, Bowen & Semmes, 250 West Pratt St., Baltimore, MD  
21201  
Dated this 27th day of September, 19 89

DEBTOR: ANNAPOLIS CONTRACTORS, INC.

Richard E. Nash, Jr.  
By: Richard E. Nash, Jr.  
President  
(Title)

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

UCC-1

1300

EXHIBIT "B"

547 REE 251

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

EXHIBIT "A"

ANNAPOLIS CONTRACTORS, INC.

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 355, 356, 357, and 371, as shown on a plat of the Sunset Heights Addition to Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-6, Plat No. 1, now Plat Book 21, folio 20.

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT

517 253

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	278519
Record Reference:	
Date & Hour of Filing:	

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Rudiger Printing Co., Inc.  
(Name or Names)  
550 N. Crain Highway, Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8019 Belair Road, Suite 2, Baltimore, MD 21236  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Harbor Federal Savings & Loan Assn.  
(Name or Names)  
P.O. Box 12309, Baltimore, MD 21281-2309  
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - Epic Delta Dampening System, S/N
- One - Heidelberg GTO 52 Single Color Press, S/N 692521

RECORD FEE 1.10  
POSTAGE .50  
#488250 CTTT NOS 112-10  
10/21/89  
H. URLE SCHAFER  
HA CO. CIRCUIT COURT  
RECORD FEE 8.90  
#488250 CTTT NOS 112-11  
10/21/89  
H. URLE SCHAFER  
HA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Rudiger Printing Co., Inc.  
By: Richard A. Rudiger, President  
Richard A. Rudiger, President  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corporation  
By: Robert E. Polack, President  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: SECURED PARTY  
1150

017 251

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: September 25, 1989

2789.20

(X) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Donald B. Hall, Sr.  
Elizabeth A. Hall

d

ADDRESS: 2653 Queen Anne Circle  
Annapolis, MD 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

Konica 1790 Copier, serial number C467707515; Konica ADF, serial number 197604883;  
with stand

Konica 2203, serial number 008-945-576, with LCT, ADV, 20 bin, rail kit and stand



RECORD FEE 12.00  
POSTAGE .50  
RECORDED CITY NO. 112411  
10/21/89  
H. ERLE SCHAFER  
ANNO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

\_\_\_\_\_  
(Company Name)

BY: Donald B. Hall, Sr.

BY: Elizabeth Ann Hall

BY: Elizabeth A. Hall

BY: [Signature]  
(Authorized Signature)

John M. Crook, Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

1730

REORDER FROM  
Registrars, Inc.  
514 MERCY ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

STATE OF MARYLAND

547-255

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277018

RECORDED IN LIBER 540 FOLIO 259 ON 4/20/89 (DATE)

1. DEBTOR

Name Command Technology Inc.  
Address 2600 Cabover Drive, Hanover, MD 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates Inc.  
Address 7146 Montevideo Road, Jessup, MD 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination   
(Indicate whether amendment, termination, etc.)

RECORD FEE 1.00  
RECORD FEE 2.00  
POSTAGE .50  
J. Y. GLEN  
H. ERLE STAHER  
AR CO. CREDIT CORP.

Dated

1550  
10/10/89

(Signature of Secured Party)

Dora Burroughs Sec. Party

Clerk of the Circuit Court  
Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404

517 256

File No. ....  
Record Reference: Liber.....  
Folio.....

**TERMINATION STATEMENT**

..... To Be Recorded in the Land  
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....274230.....;

Record Reference: Liber.....531..... Folio.....147.....;

Date of Filing: Aug. 17, 1988.....

RECORD FEE  
POSTAGE  
MAY 15 1989  
JUL 15 1989



- 2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Service Motors, Inc.

950 Wieker Road  
Severn, Maryland 21144

- 3. The name and address of the Secured Party of Record is:

**THE CITIZENS NATIONAL BANK**  
Fourth and Main Streets  
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

**THE CITIZENS NATIONAL BANK**

Dated:.....October.....10, 1989.....

By:.....

*Marilyn F. Horton*

Marilyn F. Horton  
Assistant Vice President

Type or print all names  
and titles under signatures.

1830

ILD-121-3M



547-257

278921

**FINANCING STATEMENT**

**Not Subject to Recordation Tax**

<u>Name of Debtor</u>	<u>Mailing Address</u>
Charles F. Leasner and/or	1665 Shannon O Circle, Bell's M.H.P., Severn, Maryland 21144
Delores M. Leasner	1665 Shannon O Circle, Bell's M.H.P., Severn, Maryland 21144

**SECURED PARTY**

John Hanson Savings Bank FSB	809 Gleneagles Court, Suite 201 Towson, Maryland 21204
------------------------------	---

1. This Financing Statement covers the following types (or items) of property (the collateral). 1989 Princess mobile home - 14 X 72, Serial #ZZZ22882 & incl. all fixtures, appliances & appurtenances therein & thereto; includes, but not limited to, those items specified on the mfg.'s invoice &/or purchase agreement &/or retail installment contract.
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Charles F. Leasner &  
Delores M. Leasner  
 \_\_\_\_\_  
 \_\_\_\_\_

Secured Party

JOHN HANSON SAVINGS BANK FSB

By

[Signature]  
 \_\_\_\_\_

**NOTE:** This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Kent Mobile Homes which has been assigned to John Hanson Savings Bank FSB.

10-8

517-258

278902

ANNE ARUNDEL COUNTY, MARYLAND

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 10-11-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: <b>MONARCH EQUITY REALTY INVESTMENT TRUST,          TRUSTEE FOR EDWARD F. MISCHLER          4609-D PINECREST OFFICE PARK DRIVE          ALEXANDRIA, VA 22312</b>	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party <b>THE PALMER NATIONAL BANK          1667 K STREET, N.W.          WASHINGTON, DC 20006</b>	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered ( <input checked="" type="checkbox"/> )

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**ASSIGNMENT OF MONARCH EQUITY REALTY INVESTMENT TRUST, TRUSTEE FOR EDWARD F. MISCHLER'S ONE THIRD (1/3) INTEREST IN THAT CERTAIN JOINT VENTURE KNOWN AS BAY RIDGE ASSOCIATES, ESTABLISHED PURSUANT TO AGREEMENT DATED SPETEMBER 22, 1984 BETWEEN EDWARD F. MISCHLER, ROBERT J. ROCHETTE, JR., AND J.C. ADSIT ENTERPRISES, AS AMENDED ON MAY 15, 1985..**

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$ \_\_\_\_\_

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or when the debtor's location was changed to this state, or  
 which is proceeds of the original collateral described above in which a security interest was perfected.

<b>WILLIAM H. STANHAGAN, MANAGING TRUSTEE</b> <i>William H. Stanhagan Man Tr</i>	<b>THE PALMER NATIONAL BANK</b> <i>Carl E. Ad...</i>
<b>EDWARD F. MISCHLER, BENEFICIARY</b>	Signature of Secured Party

Signature of Debtor(s)

11



278923

517 259

ANNE ARUNDEL COUNTY, MARYLAND

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 10-11-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

**MONARCH EQUITY REALTY INVESTMENT TRUST  
4609-D PINECREST OFFICE PARK DRIVE  
ALEXANDRIA, VA 22312**

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

**THE PALMER NATIONAL BANK  
1667 K STREET, N.W.**

**WASHINGTON, DC 20006**

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (  )

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**ASSIGNMENT OF MONARCH EQUITY REALTY INVESTMENT TRUST'S ONE THIRD (1/3) INTEREST IN THAT CERTAIN JOINT VENTURE KNOWN AS BAY RIDGE ASSOCIATES, ESTABLISHED PURSUANT TO AGREEMENT DATED SEPTEMBER 22, 1984 BETWEEN EDWARD F. MISCHLER, ROBERT J. ROCHETTE, JR., AND J.C. ADSIT ENTERPRISES, AS AMENDED ON MAY 15, 1985..**

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt:  
\$ \_\_\_\_\_

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
( ) already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or when the debtor's location was changed to this state, or  
( ) which is proceeds of the original collateral described above in which a security interest was perfected.

**WILLIAM H. STANHAGAN, MANAGING TRUSTEE**

*William H. Stanhagan*  
Signature of Debtor

**THE PALMER NATIONAL BANK**

*Carl E. Ad...*  
Signature of Secured Party

11



547 260  
278924

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ \_\_\_\_\_
- To be recorded in Land Records
- To be recorded in Chattel/Financing Records.
- To be recorded in Dept. of Assessment & Taxation

**FINANCING STATEMENT**

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Eckert Instrument Company  
(Name or Names - Last Name First)  
109 Pinecrest Dr., Annapolis, Md. 21403  
(Address)

2. SECURED PARTY: **MADISON BANK OF MARYLAND**  
 8677 Georgia Avenue  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

**Equipment.** The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

**Inventory.** All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

**Receivables.** All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

**Furniture, Fixtures, Equipment and Supplies.** All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

**Other.**

RECORDING FEE 11.00  
 FILING FEE 2.00  
 REGISTERED OFFICE 11.00  
 11-21-89  
 H. GILL BRYANT  
 MARYLAND COUNTY CLERK



4. Proceeds of collateral are covered hereunder: YES  NO

5. Products of collateral are covered hereunder: YES  NO

6. Filed with: \_\_\_\_\_

7. RETURN TO: **MADISON BANK OF MARYLAND**

Dated this 22nd day of September, 19 89.

DEBTOR:  
*Hugh H. Eckert*  
(Name)  
*President*  
(Title)

SECURED PARTY:  
**MADISON BANK OF MARYLAND**  
 BY: *James A. [Signature]*  
(Name)  
*Branch V.P.*  
(Title)

11/50

278905

547 REC 261

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es) Yong K. Chung and Yung J. Chung T/A K.C. Custom Cleaners 480-B Ritchie Highway Severna Park, MD 21146	2. Secured Party(ies) and address(es) James Madison Financial Corp. 1730 M. Street, N.W. Washington, D.C. 20036
--	--

RECEIVED  
FILING OFFICE  
MAY 11 1993  
MAY 11 1993  
MAY 11 1993



4. This financing statement covers the following types (or items) of property:

- 1 AQU45-C Ajax Utility Press
- 1 CBXY Ajax Single Back Body Press
- 1 CBS Ajax Cabinet Bag Sleever

This is a conditional sales contract not subject to recordation tax.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
 Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  
 Yong K. Chung and Yung J. Chung T/A  
 K.C. Custom Cleaners  
 By: *Yong K. Chung* Signature(s) of Debtor(s) Yong K. Chung, Owner  
 James Madison Financial Corporation  
 By: *J.B. Korman* Signature(s) of Secured Party(ies) *AVP*

(1) Filing Officer Copy - Alphabetical  
 STANDARD FORM - FORM UCC-1.  
 1350

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 202

Identifying File No.

278926

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & M Machine Service  
Address 500 Wills Lane Glen Burnie, MD. 21061

2. SECURED PARTY

Name Phillips Financial Services, Inc.  
Address 10220 Old Columbia Rd. Columbia, MD. 21046

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Bridgeport Series I Milling Machine Model 12BR2J  
S/N 465290389Y

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Melvin L. Fish* (A.A.)  
(Signature of Debtor)

Melvin L. Fish  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Alan Phillips*  
(Signature of Secured Party)

Alan Phillips

Type or Print Above Signature on Above Line

1700

STATE OF MARYLAND

547 263

Anne Arundel County

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273753

RECORDED IN LIBER 529 FOLIO 373 ON 7/14/88 (DATE)

1. DEBTOR

Name Holmatro, Inc.

Address 412 Headquarters Dr, Millersville, MD 21108

7466 New Ridge Rd, Hanover, MD 21107-6

2. SECURED PARTY

Name American Security Bank, N.A.

Address 1501 Pennsylvania Ave., NW, Washington, D.C. 20013

Maryland National Bank, 1713 West Street, AARU, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Maryland National Bank  
1713 West Street  
Att: AARU, MS 500-270  
Annapolis, Maryland 21403

J. F. CLERK

Mail To:  
Maryland National Bank  
Att: AARU  
1713 West Street  
Annapolis, Maryland 21403

American Security Bank, N.A.

Dated October 12, 1989

*Lawrence F. Camp*

(Signature of Secured Party)

LAWRENCE F. CAMP

Type or Print Above Name on Above Line

10730

547 284

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278927

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Country Rentals of Pasadena, Inc.  
Address 8017 Ft. Smallwood Road, Baltimore, Md. 21226

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.  
Address 1805 Cherry Hill Road  
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) Melroe Bobcat Model M742 S/N 5074-23158
- 60" Bucket with teeth and flotation tires
- 909 Brackets

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

ASSIGNEE  
Clark Credit Company  
500 Circle Drive  
Buchanan, Michigan 49107

\_\_\_\_\_  
(Signature of Debtor)  
*Michael A. Wist, Sr.* President  
Type or Print Above Signature on Above Line  
Michael A. Wist, Sr.  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.  
*Wilmer S. Davison*  
(Signature of Secured Party)  
Wilmer S. Davison, President  
\_\_\_\_\_  
Type or Print Above Name on Above Line

1530

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547-265  
Identifying File No. 278009

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. ~~XXXXXX~~ Lessee:

Name NICTO INC. T/A NICK AND TOM'S PLACE  
Address 3638 Clay St., Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation  
Address P.O. Box 157, Willow Grove, PA 19090

Return stamped #70

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Manitowoc Ice Maker #ED0402A  
with Bin #C400  
S/N 891868502  
S/N 891220141

Name and address of Assignee  
FIRST PENNSYLVANIA BANK  
1500 Market Street  
Philadelphia, PA 19101



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

1250  
*Frank W. Scott*  
Frank W. Scott President  
NICTO INC.  
T/A NICK AND TOM'S PLACE

Asst. Secy.

(Signature of Secured Party)

*Sandy Haggerty*  
Century Equipment Leasing Corporation  
Type or Print Above Signature on Above Line

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

547-266

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 268939 recorded in Liber HES No. 515, Folio 433 on August 6, 1987 at 11:10 a.m. (date).

1. DEBTOR(S): The Asphalt Service Co., Inc.  
Name(s): ASCO Holdings, Inc.  
Address(es): 1836 Chesapeake Avenue  
Baltimore, Maryland 21226

2. SECURED PARTY:  
Name: Equitable Bank, National Association  
Address: 100 South Charles Street  
Baltimore, Maryland 21201

ATTENTION: COMMERCIAL NOTE DEPARTMENT

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Debtor certifies that with the filing of this Statement of Amendment recordation tax on the additional debt in the amount of \$100,000.00 has been paid to the State Department of Assessments and Taxation

9. DEBTOR: The Asphalt Service Co., Inc.

By: Donald A. Kary  
Donald A. Kary, President  
ASCO Holdings, Inc.

By: Donald A. Kary  
Donald A. Kary, President

SECURED PARTY:

EQUITABLE BANK, National Association

By: James H. Peterson  
James H. Peterson  
Assistant Vice President  
(Type Name and Title)

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code

Anne Arundel County

547 267

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 260107 recorded in Liber 494, Folio 098 on January 23, 1986 (date).

1. DEBTOR(S):

Name(s): Telecommunications Professionals, Inc.  
Address(es): The Professional Plaza, 692 Governor Ritchie Highway  
Severna Park, Maryland 21146

2. SECURED PARTY:

Name: Equitable Bank, National Association  
Address: 100 South Charles Street  
Baltimore, Maryland 21201

Attn: Loan Documentation 050603

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The address of the Debtor is amended as follows:

226 Main Street  
Annapolis, Md. 21401

9. DEBTOR:

Telecommunications Professionals, Inc.

By: Lindsay E. Shepherd

Lindsay E. Shepherd, President

SECURED PARTY:

EQUITABLE BANK, National Association

By: Michael H. Desbles

Michael H. Desbles, Assistant Vice President  
(Type Name and Title)

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

(Anne Arundel)

517-268

278929

3

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ 0.00

FINANCING STATEMENT

Homestead Mortgage, Inc.

1. Debtor(s):

Name or Names—Print or Type

Suite 207, 8028 Ritchie Highway, Pasadena MD 21122

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

First Pennsylvania Bank N.A.

Name or Names—Print or Type

Centre Square West - CLDU, 1500 Market Street

Address—Street No., City - County State Zip Code  
Philadelphia, PA 19101

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All of Debtor's present or hereafter acquired property enumerated on the attached Schedule A, wherever located.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): HOMESTEAD MORTGAGE, INC. SECURED PARTY:

*Thomas H. Caouette*  
(Signature of Debtor)

THOMAS H. CAOUETT  
Type or Print

(Signature of Debtor)

Type or Print

FIRST PENNSYLVANIA BANK N.A.

(Company, if applicable)

*Patricia A. Barford*  
(Signature of Secured Party)

PATRICIA A. BARFORD

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: FIRST PENNSYLVANIA BANK ATTN C.L.D.U., 1500 MARKET ST  
Philadelphia PA. 19101

Luras Book Form F-1

OCT 17 1989

547-269

SCHEDULE A TO FORM UCC-1 BETWEEN  
FIRST PENNSYLVANIA BANK N.A. AND  
HOMESTEAD MORTGAGE, INC.

All Mortgage Loans made by Debtor for which Secured Party makes advances pursuant to a certain Mortgage Warehouse Agreement between Secured Party and Debtor, as amended from time to time, including but not limited to mortgage notes and mortgages, payments and prepayments relating thereto, all hazard insurance policies, title insurance policies and condemnation proceeds, take-out commitments, mortgage backed securities and/or pool participation certificates related thereto and proceeds of the sale of Eligible Mortgages (as defined in the Security Agreement) by Debtor pursuant thereto, FHA, VA and private mortgage insurance, all prepayment premiums and late payment charges, any and all documentation relating to said Mortgage Loans specifically including but not limited to all files, surveys, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records and all property acquired by Borrower by deed in lieu of foreclosure or by foreclosure attributable thereto, together with all business records, necessary to identify and locate any of the foregoing.

MGT23:a

547 me270

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275613  
book 535 page 260  
RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON Dec. 12, 1988 (DATE)

1. DEBTOR

Name Swim'n Holes, Inc.  
Address 836 Ritchie Hwy., Severna Park, MD. 21146

2. SECURED PARTY

Name C. Credit, Inc.  
Address 2255 N. 44th St Suite 370, Phoenix, AZ 85008  
same

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment below</p>

Please amend the original filing to include the following address:  
 Debtors Section  
 Rt. 50 & Station Lane  
 Grasonville, Md. 21638

Swim'n Holes, Inc.

Dated 9/18/89

Alexandra L. Woods / Sec. Treas  
Signature of Debtor

Wm H. Mefford  
(Signature of Secured Party)  
C. Credit Inc.  
Type Secured Party



STATE OF MARYLAND

547 271

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270931

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST. This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street, Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel Sch 33 CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

Signature of Debtor

Jeffrey P. Bauer, Manager
Type or Print Above Name on Above Line

Signature of Debtor

Type or Print Above Signature on Above Line

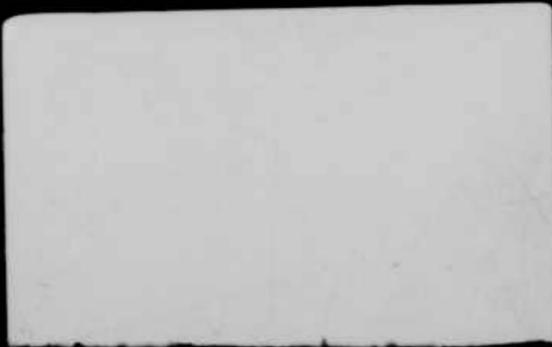
THE HUNTINGTON LEASING COMPANY

Signature of Secured Party

Laurence L. Duncan, Assistant Vice President
Type or Print Above Signature on Above Line

570185 663MR

Handwritten initials or mark



517-272

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

LEASE NO. 89102 SCHEDULE NO. 33

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	408949	BK05	BOOKCASE	153.00
	408950	BK05	BOOKCASE	153.00
	408952	BK03	BOOKCASE	153.00
	408953	BK03	BOOKCASE	153.00
	408951	BK03	BOOKCASE	153.00
	408940-			
	408945	RETN	(6) DESK WING (195.57)	1173.42
	S11005	SHEL	SHELVING	5049.21
	408897	CR04	CREDENZA	870.00
	408894	CH05	STENO CHAIR	308.46
	408934-			
	408939	DT14	(6) DESK (413.50)	2481.00
	408926-			
	408933	RETN	(8) RET TYPING UNIT (171.19)	1369.52
	408971	BK03	BOOKSHELF	152.64
408920	CH03	CHAIR	291.00	
		TOTAL	\$12460.25	

EQUIPMENT LOCATION:  
 2500 RIVA ROAD  
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
 TAX DISTRICT 20 0002

5203	408946	CB03	STORAGE CABINET	335.14
------	--------	------	-----------------	--------

EQUIPMENT LOCATION:  
 1202 E PATRICK STREET  
 FREDERICK (FREDERICK) MARYLAND  
 TAX DISTRICT 20 0010

5244	408913	BK04	BOOKCASE	646.16
	408914	BK04	BOOKCASE	646.16
	408915	BK04	BOOKCASE	646.18
		TOTAL	\$1938.50	

EQUIPMENT LOCATION:  
 222 BCSLEY AVE  
 TOWSON (BALTIMORE) MARYLAND  
 TAX DISTRICT 20 0003

5220	408977	BK03	BOOKCASE	213.20
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EQUIPMENT LOCATION:  
 CROWN INN RTE 50  
 EASTON (TALBOT) MARYLAND  
 TAX DISTRICT 20 0020

5249	408972	CH05	CHAIR	274.34
	408948	BK04	BOOKCASE	675.00
		TOTAL	\$949.34	

EQUIPMENT LOCATION:  
 170 JENNIFER ROAD  
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
 TAX DISTRICT 20 0002

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

547 273  
Identifying File No. 278932

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EUGENE F. THOMPSON & MARGARET A. THOMPSON  
Address 500 BAYLER RD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CHRYSLER FIRST FINANCIAL SERVICES CORPORATION  
Address 576 RITCHIE HWY SEVERNA PARK, MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1990 KEY WEST 17' BOAT# FWESC455F990  
1990 EVINRUDE 48 HP MOTOR# G02503933  
1990 LOADRITE TRAILER# 1PHCRSL1XL1000096

Name and address of Assignee



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Eugene Thompson  
(Signature of Debtor)

EUGENE F. THOMPSON  
Type or Print Above Name on Above Line

Margaret Thompson  
(Signature of Debtor)

MARGARET A. THOMPSON  
Type or Print Above Signature on Above Line

Lisa Wilson per Chrysler  
(Signature of Secured Party) First

T.J. BREIG CHRYSLER FIRST FINANCIAL SERV. CORP  
Type or Print Above Signature on Above Line

517 274

278933

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated OCTOBER 5, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.J.C. ENTERPRISES INC.  
Address 254 E. CHALET CIRCLE, MILLERSVILLE, MARYLAND 21108

2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATION  
Address 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227

Return To: FCA, P.O. Box 508, Balto., Md. 21203  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R.J.C. ENTERPRISES INC.

(Corporate or Trade Name)

11/50

*Russell Creel* (pres)  
(Signature of Debtor)

RUSSELL CREEL, PRESIDENT

Type or Print Signature

(Signature of Debtor)

STATE SALES & SERVICE CORPORATION

*Stephen D. Koenigsberg*  
(Signature of Secured Party)

STEPHEN D. KOENIGSBERG, PRESIDENT

**SCHEDULE 'A'**

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated  
(Strike out inapplicable references)

OCTOBER 5, \_\_\_\_\_, 19<sup>89</sup>, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	
1	"C" SERIES 12 SEL	APC	C104045	\$ 757.00
1	"C" SERIES BASE	APC	C104045B	172.00
1	6010 CONTROLLER 24 VOLT	MARS	905-02892	230.00
1	4900S SNACK VEND 40 SEL, A/RB	ROWE	24997	2,945.00
1	TRC 6000 COIN MECH	MARS	906-06384	230.00
	PARTS & ACCESSORIES	ROWE		10.84
				<hr/>
				\$ 4,344.84
			MD SALES TAX	216.50
				<hr/>
				\$ 4,561.34

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.  
(Strike out inapplicable references)

**Seller, Mortgagee or Lessor**  
(Strike out inapplicable references)

STATE SALES & SERVICE CORPORATION (L. S.)  
(Signature if individual; typed name if other than individual)

By [Signature] (L. S.)  
 STEPHEN B. KOENIGSBERG, PRESIDENT

**Buyer, Mortgagor or Lessee**  
(Strike out inapplicable references)

R. J. C. ENTERPRISES, Inc (L. S.)  
(Signature if individual; typed name if other than individual)

By [Signature] (L. S.)  
 RUSSELL CREEL, PRESIDENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 517 276  
78931

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name INTERCAP GRAPHICS SYSTEMS, INC.  
Address 116 DEFENSE HIGHWAY ANNAPOLIS, MD 21401

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION  
Address 64 A PERIMETER CENTER EAST ATLANTA, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 EACH SA-4-3072 FD DBS/APO 4MB SA W/72 MB DSK
- 2 EACH AMA\_IM APOLLO 1MB MEMORY UPGRADE

Name and address of Assignee

#0120432 - 02100

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11/50  
 Marshall Ellison  
 (Signature of Debtor)  
 INTERCAP GRAPHICS SYSTEMS, INC.  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

John Mitchell  
 (Signature of Secured Party)  
 CONTEL CREDIT CORPORATION  
 Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 547-277  
278935

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Intercap Graphics Systems Inc,  
Address 116 Defense Highway Annapolis, MD 21401

2. SECURED PARTY

Name Contel Credit Corporation  
Address 64A Perimeter Center East Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE SCHEDULE A1

#0120432-01900

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

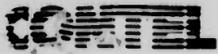
Intercap Graphics Systems Inc.  
Type or Print Above Name on Above Line

*1/18*  
*Marshall Oleson*  
(Signature of Debtor)

Intercap Graphics Systems Inc.  
Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
(Signature of Secured Party)

Contel Credit Corporation  
Type or Print Above Signature on Above Line



SCHEDULE A 1

547-278

Form #06-70-91C Rev 7/71

LISTING OF EQUIPMENT

QUANTITY	MODEL #	SERIAL #	DESCRIPTION
VENDOR: SUN MICROSYSTEMS INC.			
6797 DORSEY ROAD SUITE 4			
BALTIMORE, MD 21227			
1			Sun-386i/250M 8MByte Workstation (5MIPS), 19 inch color monitor. RR134-327 MByte Disk. 1.44 MByte 3.5" diskette drive. Documentation set.
1			Sun EXP-1 Peripheral Expansion Box. RR127 Peripheral Expansion Box. RR132 60MByte 1/4 inch tape drive.
1			Sun Systems Software Right to Use License, 2-user maximum. US OEM/End User Prices
		870571	
	165 P.O. #		

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate account of the "Equipment" as defined in the Lease Agreement.

Intercap Graphics Systems, Inc.  
LESSEE

BY X Marshall Ellison

TITLE X V.P. of Finance

ACCOUNT # 01001-0120432-01900

547-279

# not used

10-21-89

BOOK 547 PAGE 280

278937

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

French Roger & Linda  
1296 Montclair Ave  
Pasadena, MD 21122

2 Secured Party(ies) and address(es)

Chesapeake Water Systems Inc  
7310 Ritchie Hwy Ste 411  
Glen Burnie MD 21061

For Filing Officer (Date, Time, Number, and Filing Office)



4 This financing statement covers the following types (or items) of property:

One United Standard Complete Water Treatment System.

Located at: 1296 Montclair Ave  
Pasadena, MD 21122

Secured party is the seller

To Be Recorded in the Land Records.

Please Return to

5 Assignee(s) of Secured Party and Address(es)

Security Pacific Fin Svcs  
7310 Ritchie Hwy Ste 404  
Glen Burnie, MD 21061

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with

By ✓ Roger J. French  
Roger French  
✓ Linda Carol French  
Linda Carol French (Signature of Debtor(s))

Security Pacific Financial Svcs, Inc.  
Sherry Parada, Assistant Manager  
By Sherry Parada  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

BOOK 547 PAGE 279



547 282

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278938

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sharp Steel Erectors, Inc.  
Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name R & D Equipment Sales, Inc.  
Address P.O. Box 227 Gambrills, MD 21054

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(if collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sharp Steel Erectors, Inc.

Edgar E. Sharp Pres.  
(Signature of Debtor)

Edgar E. Sharp Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

R & D Equipment Sales, Inc.

Donald E. Willis Pres.  
(Signature of Secured Party)

Donald E. Willis Pres.  
Type or Print Above Signature on Above Line

MS

CONDITIONAL SALE CONTRACT NOTE

547 283

TO: R & D Equipment Sales, Inc. ("Seller") FROM: Sharp Steel Erectors, Inc. ("Buyer")  
P.O. Box 227 Gambrills, MD 21054 (Address of Seller) 4975 Muddy Creek Road West River, MD 20778 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  One (1) Bucyrus Erie Model 45C Crane with 100' boom & 25' Jib, S/N 130323  *Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.	(1) TIME SALES PRICE .....	\$ 87,629.70
	(2) Less DOWN PAYMENT in Cash .....	\$ 12,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 75,629.70
Record Owner of Real Estate: _____		

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

4975 Muddy Creek Road (Street and Number) West River (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy five thousand six hundred twenty nine and 70/100\*\*\*\*\* Dollars (\$ 75,629.70 ) being the above indicated Contract Price (hereinafter called the "time balance") in 54 successive monthly installments, commencing on the 16th day of November, 19 89, and continuing on the same date each month thereafter until paid; the first 53 installments each being in the amount of \$ 1,400.55 and the final installment being in the amount of \$ 1,400.55 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 13, 19 89 BUYER(S)-MAKER(S):  
 Accepted: R & D Equipment Sales, Inc. (SEAL) Sharp Steel Erectors, Inc. (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: Donald S. Will Pres. By: Edgar C. Sharp Pres  
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature of Seller

By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

\*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

547-285

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to <sup>\*</sup>First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 13, 1989 between R & D Equipment Sales, Inc. as Seller/Lessor/Mortgagee and Sharp Steel Erectors, Inc. 4975 Muddy Creek Road West River, MD 20778 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same. We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 75,629.70.  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of October, 19 89.

R & D Equipment Sales, Inc. (Seal)  
(Seller/Lessor/Mortgagee)  
By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAL 5A



ANNE ARUNDEL COUNTY  
**FINANCING STATEMENT**

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$30,000.00

517-286

1. Name of Debtor(s): H & A Investments, Inc. T/A Bowie Baskin-Robbins  
Address: 1298 Maryland Route 3 South, Suite 201 Crofton, MD 21114  
3264 Superior Lane AND Market Place Shopping Center Bowie, MD 20715

2. Name of Secured Party: **FIRST AMERICAN BANK OF MARYLAND**  
Address: Metro Plaza One, 8401 Colesville Road Silver Spring, Maryland 20910 MD-B-34-2

278939

3. This Financing Statement covers the following types (or items) of property:

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above): All Furniture and Leasehold Improvements of Debtor, whether now owned or hereafter acquired.

(\_\_\_\_\_ if necessary to describe other collateral, Supplemental List of Collateral Number \_\_\_\_\_ is attached to, and made a part of, this Security Agreement);

together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

H & A Investments, Inc. T/A Bowie Baskin-Robbins  
Debtor(s):

Secured Party:

By: Hugh D. Blocker, Jr., Pres./Treas.

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Under penalty of perjury, I hereby certify that recordation tax has been paid in Prince George's County.

12.5

STATE OF MARYLAND

547 287

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273197

RECORDED IN LIBER 527 FOLIO 572 ON June 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

DJ

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>
<p>SEE ATTACHED EQUIPMENT LIST</p>	

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated October 6, 1989

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

Anne Arundel County

156

Dart Pull of  
Loan # 1452

547 288

EQUIPMENT LIST

One (1) Roger 9TMO SUPER UN-NAILER MODEL 52 s/n52-0024-0516  
8852 w/5hp motor and starter, pneumatic filters and  
gauges w/three (3) pairs of "8knives installed-230  
volt, 3-phase

Three (3) right guided knife shaft plates  
Three (3) left guided knife shaft plates  
One (1) Spare set knives

STATE OF MARYLAND

547-289

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273196  
 RECORDED IN LIBER 527 FOLIO 570 ON Jun. 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.  
 Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
 Address 7711 Quarterfield Road  
Glen Burnie, MD. 21061  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION
SEE ATTACHED EQUIPMENT LIST		

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated October 6, 1989

Susan L. Thompson  
 (Signature of Secured Party)  
 Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

Debt Full. as  
 Loan # 1451

1512  
 Anne Arundel County

## EQUIPMENT LIST

- One (1) Industrial Air compressor 5 hp C523E80H s/n 320-0005 3 phase
- One (1) Fruehauf #MAR395963 #67UC0539
- One (1) Gindy #93350E #71UC0541
- One (1) Trail #K36045 #76UC0546
- (32) Hatachi nails/staples  
HIT53DHADJ 9.4M/box
- One (1) 16' DeWalt state saw used s/n 28628
- (3) ec HIT NV65AC s/n 360058; N070097; 180292 & HIT N5008AA  
s/n 70281; 70283; 70259
- One (1) Trailer w/ FM 50 HOG 671 diesel/ belt drive diesel  
chip fan & mounting/belt drive  
belt feed conveyor 36" w/10' long hyd drive
- (1) 15' conveyor belt type
- (1) 30' CONVEYOR CHAIN TYPE
- Miscellaneous climbing gear and lines
- Miscellaneous power tools
- (2) 40' containers for storage
- (1) 5hp compressor 60 gals

STATE OF MARYLAND

517 291

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260386

RECORDED IN LIBER 494 FOLIO 513 ON Feb 11, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore  
Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other <input type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	

Dated October 4, 1989

Irvington Federal Savings & Loan Ass'n

(Signature of Secured Party)  
Susan L Thompson, Senior Vice President

Type or Print Above Name on Above Line

Loan # 1177

Anne Arundel Co

547 292

1(One) Altos 986T-80 Computer, S/N 198127 w/67MB Hard Disk,  
Concurrent CPM Operation System, Streaming Cartridges.

1 (One) Altos III Terminal w/Ten foot cable S/N 0070000034

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259873

RECORDED IN LIBER 493 FOLIO 327 ON Jan 8, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association of Baltimore  
Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	

Dated October 4, 1989

Irvington Federal Savings & Loan Ass'n.  
*Susan L. Thompson*  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

Anne Arundel Co

Loan # 1173

547 294

EQUIPMENT LIST

QUALITY

DESCRIPTION

2	PS-90 Princes Styling Stations Back to Back
4	ST727B Rabbitt Captain Styling Chairs
4	DY627 Rabbitt Captain Chair
4	Helene Curtis Cool Temp. Dryers
2	#978 Shampoo Chairs
2	#8100-622-403 Shampoo Bowl
1	Child Seat #600
1	3203 Chantilly Desk
4	#111 Robot Roller Carts
2	SB947 Deluxe Revolving Stool (White)
1	#324 Manicure Table Complete
4	#BR Hygenic Cushions

STATE OF MARYLAND

547 295

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259874

RECORDED IN LIBER 493 FOLIO 329 ON Jan 8, 1986 (DATE)

1. DEBTOR  
Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY  
Name Irvington Federal Savings & Loan Association of Baltimore  
Address 7711 Quarterfield Road Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> <b>D. Other:</b> (Indicate whether amendment, termination, etc.)  Termination
	SEE ATTACHED EQUIPMENT LIST.....	
	<div style="text-align: right;">           SEARCHED _____            INDEXED _____            SERIALIZED _____            FILED _____            OCT 10 1989            BALTIMORE, MD         </div>	

Dated October 4, 1989

Irvington Federal Savings & Loan Ass'n.

(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

Loan # 1174

Anne Arundel Co

EQUIPMENT LIST

<u>QUALITY</u>	<u>DESCRIPTION</u>
1	Cosmo Desk #0304-MR1 w/mirror front
4	Cosmo Wall Vanity #1429-60
4	Cosmo Mirrors #M1051
4	#K1250 Regent Styling Chairs
1	Shampoo Bulkhead #0460-81
2	8100-622-403 Shampoo Bowls
2	Shampoo Chairs #978
4	Alac Alantis Dryer Chair w/cool temp. dryers
2	Ergospec Chair
1	Manicure Table # 324

517  
2:56



278910

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
~~LAND RECORDS~~ CHATTEL RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
The Michaels Company		8306 Patuxent Range Rd.	Jessup,	Md.

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Venture Funding, Inc.		15729 Crabbs Branch Eay	Rockville,	Md.

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All accounts receivable, contract rights, chattel paper, inventory, furniture, fixtures and equipment.

Located at and owned by: The Michaels Company  
8306 Patuxent Range Road  
Jessup, Maryland 20794

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

The Michaels Company  
Barclay Booth Secretary

(Type or print name under signature)

Venture Funding, Inc. (Seal)  
(Corporate, Trade or Firm Name)  
Barclay Booth President  
Signature of Secured Party or Assignee  
BARCLAY BOOTH President  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

118

547-238

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20005

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing 12/13/85

Maturity date (if any)

Record Reference ID #259602

Liber 492 Folio 435

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

Photo Quick Limited  
Partnership t/a  
One Hour Moto Photo

6720 F Governor Ritchie Hwy.  
Glen Burnie MD

Name of Secured Party or assignee

No.

Street

City

State

Sovran Bank/Maryland

6610 Rockledge Drive, Bethesda, MD

Successor to Suburban Bank

Attn: Loan Administration

CHECK APPLICABLE STATEMENT

CONTINUATION

The original Financing Statement identified above by file number is still effective.

TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER

Albert D. Paillet, Esq.  
Paley, Rothman, Goldstein, Rosenberg  
& Cooper, Chartered  
4800 Hampden Lane, 7th Floor  
Bethesda, MD 20814  
**RETURN TO:** One Bethesda Center  
Bethesda, MD 20814



Debtor(s) or assignor(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Type or print name under signature)

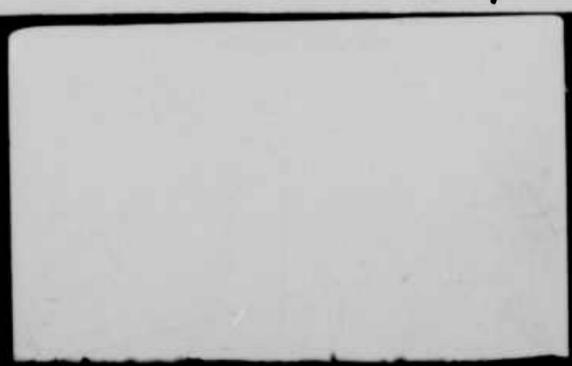
Sovran Bank of Maryland (Seal)

(Corporate, Trade or Firm Name)

By: \_\_\_\_\_

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)



517 299

278916

### FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at Anne Arundel County  
 3.  Not subject to Recordation Tax  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 223,393.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Maryland Pennysaver Group, Inc. 1342 Charwood Road  
 Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department Anne Arundel Review Unit  
 Attention: Lisa Edwards ~~XXXXXXXXXXXXXXXXXXXX~~ 1713 West Street  
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, MD 21403  
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed to or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Maryland Pennysaver Group, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
 Type name and title, if any: Geoffrey K. Calderone,  
President (Seal)

By: [Signature] (Seal)  
 Type name and title: Jan H. Sheehan  
Assistant Vice President

### MARYLAND NATIONAL BANK

207-95 REV 1/86

11  
157450  
-50

Mail To:  
 Maryland National Bank  
 Attn: AAFU  
 1713 West Street  
 Annapolis, Maryland 21403

MARYLAND NATIONAL BANK  
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

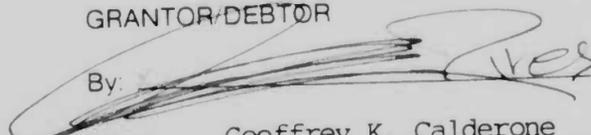
dated October 13, 19 89, and executed by Maryland Pennysaver  
Group, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

- 15 Adspeed Workstations
- 15 Annual Telephone Support
- 1 CD ROM Drive and SCSI Cable only
- 1 OTI High Performance Novell Server
- 1 Apple 20 MB Disk Drive and Cable
- 1 400 x 300MM MOSCA Strapper-W/Electr.Eye #ROM40/3, S/N 20078

GRANTOR/DEBTOR

By:  (SEAL)  
 Name: Geoffrey K. Calderone  
 Title: President

GRANTOR/DEBTOR

By: \_\_\_\_\_ (SEAL)  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.



Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

380 1457

517 301

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

XX TO BE RECORDED IN  
LAND RECORDS

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing \_\_\_\_\_ Record Reference  
Maturity Date (if any) \_\_\_\_\_ Liber 476 folio 436

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
SOUTHER RIVER LANDING, INC.		2661 Riva Road, Suite 420	Annapolis Maryland	21401

Name of Secured Party or Assignee	No.	Street	City	State
HOME FEDERAL SAVINGS BANK		122-128 West Washington Street	Hagerstown, Maryland	21740

CHECK APPLICABLE STATEMENT

CONTINUATION  
The original Financing Statement identified above by file number is still effective.

TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.

RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER PARTIAL TERMINATION OF FINANCING STATEMENT PERTAINING TO THE PROPERTY:

BEING Unit 810, Section VIII, as shown on a plan of SOUTH RIVER LANDING CONDOMINIUM, which condominium plan is recorded among the Land Records of Anne Arundel County in Condominium Plat Book E28, folios 28-33, inclusive which, unit is more particularly shown on a plat entitled, "Plan 6 of 6, Section VIII SOUTH RIVER LANDING A CONDOMINIUM an Amended Subdivision Plan of South River Landing, recorded in Book 86, pages 37 and 38", which plat is recorded in Plat Book E28, folio 33.

THIS condominium was created pursuant to a Declaration as recorded among the Land Records of Anne Arundel County in Liber 3528, folio 231 and By-Laws recorded among the aforesaid Land Records in Liber 3528, folio 247, as amended from time to time, both of which are made applicable to subject property by a Declaration recorded among the aforesaid Land Records in Liber 3884, folio 279.

Debtor(s) or Assignor(s)

\_\_\_\_\_

\_\_\_\_\_

Type or print name under signature

BANK  
HOME FEDERAL SAVINGS/ (SEAL)  
(Corporate, Trade or Firm Name)

*Thomas B. France*  
Signature of Secured Party or Assignee

(Owner, Partner of Officer and Title)  
(Signature must be in ink) 10.50

KG AA

547-302

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270014

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial Leasing Corp.  
Address: The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name: SIGNET BANK/MARYLAND  
Address: 7 St. Paul Street, 5th Floor  
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 8/3/89, Schedule # 03, dated 9/21/89 between Assignor as Lessor and LEASE ACCOUNT # 317098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated October 9, 1989 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Lesing Corp.

[Signature]  
(Signature of Debtor)

Bruce J. Winter, Vice President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Signet Bank/ Maryland

[Signature]  
(Signature of Secured Party)

J.D. Spiller  
Type or Print Above Name on Above Line

Filed in the State of Maryland

138

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(7) Seven	#2155-F021-0000 Keyboard; 50 Key Pos
(7) Seven	#2155-F042-0000 Display; 8 Alpha X 8 Numeric
(7) Seven	#2155-F260-0000 Adapter; Async/Bisync
(7) Seven	#2155-F402-0000 Display; Swivel, 6 Numeric
(7) Seven	#2155-F452-0000 Rom; Hardware Clock
(7) Seven	#2155-F532-0000 Printer; 42 Col Journal & Rcpt.
(7) Seven	#2155-P283-0000 Adapter; Ocia
(7) Seven	#2155-P312-0000 Disk; 10MB Hard, 640KB Flex
(64) Sixty Four	#1401-C238-0003 Cable; Internal Ocia
(5) Five	#1401-C369-0020 Cable; 2 Wire to PC
(13) Thirteen	#2154-2522-7101 Terminals; Secondary w/drawer S/N's 19989184, 19989185, 19989186, 19989187, 19989188, 19989189, 19989190, 19989191, 19989192, 19989193, 19989194, 19989195, 19989196
(13) Thirteen	#2154-F021-0000 Keyboard; 50-Key Pos
(13) Thirteen	#2154-F042-0000 Display; 8 Alpha X 8 Numeric
(13) Thirteen	#2154-F221-0000 Memory; 256KB Increment
(13) Thirteen	#2154-F402-0000 Display; Swivel, 6 Numeric
(13) Thirteen	#2154-F532-0000 Printer; 42 Col. Journal/Rceipt
(13) Thirteen	#2154-G007-0000 Retail Extended Terminal System
(13) Thirteen	#2154-P283-0000 Adapter; Ocia
(10) Ten	#2155-2522-7101 Terminals; Primary, 512KB S/N's 19989377, 19988900, 19988901, 19988902, 19988903, 19989139, 19989140, 19989141, 19989142, 19989143
(10) Ten	#2155-F021-0000 Keyboard; 50 Key Pos
(10) Ten	#2155-F042-0000 Display; 8 Alpha X 8 Numeric
(1) One	#2155-F084-0000 Adapter; 2 X 50 1 X
(10) Ten	#2155-F260-0000 Adapter; Async/Bisync

TransFinancial Leasing Corp.  
 BY: [Signature]  
 TITLE: Vice President

Signet Bank/Maryland  
 BY: [Signature]  
 TITLE: [Signature]

## EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(5) Five	#2155-F290-0000 Adapter; Primary to Secondary
(5) Five	#2155-F291-0000 Adapter; Auto Back-up
(10) Ten	#2155-F402-0000 Display; Swivel, 6 Numeric
(10) Ten	#2155-F402-0000 Rom; Hardware Clock
(10) Ten	#2155-F532-0000 Printer; 42 Col Journal & Receipt
(10) Ten	#2155-G007-0000 Retail Extended Terminal System
(5) Five	#2155-K300-0000 Adapter; PC
(20) Twenty	#2155-P222-0000 Memory; 384KB to 640KB
(20) Twenty	#2155-P280-0000 Adapter; Ocia
(10) Ten	#2155-P283-0000 Adapter; Ocia
(10) Ten	#2155-P312-0000 Disk; 10MB Hard, 640KB Flex
(21) Twenty One	#2157-P222-0000 Memory; 384KB to 640KB
(21) Twenty One	#2157-P280-0000 Adapter; Ocia
(10) Ten	#2203-2003-0000 Printer; 42 Column Remote Slip
(9) Nine	#D900-0201-0100 SW; Char 3780, Visa Async
(21) Twenty One	#D900-0208-0100 SW; 2154 Secondary
(1) One	#D900-0220-3100 SW; Rel 4 Util, Keyboard-111/128
(10) Ten	#D900-0253-0100 SW; Auto Back-up, Char 3780, Visa
(9) Nine	#G2P9-0085-0000 SW; PC Secondary

TransFinancial Leasing Corp.

BY: \_\_\_\_\_

TITLE: Vice President

Signet Bank/Maryland

BY: \_\_\_\_\_

TITLE: VP

AA

547-305

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278912

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND  
Address 7 St. Paul Street, 5th Floor  
Baltimore, MD 21203  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 8/3/89, Schedule # 02, dated 9/14/89 between Assignor as Lessor and LEASE ACCOUNT # 317098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 9/29/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TransFinancial Leasing Corp.  
Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Signet Bank/ Maryland

J.D. Scullen, MD  
(Signature of Secured Party)

J.D. Scullen  
Type or Print Above Name on Above Line

Filed in the State of Maryland

11/5

547 306

COSMETIC & FRAGRANCE CONCEPTS, INC.

Schedule 02

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	IBM #3370 570 Mbyte Disk Drive S/N 54090
(1) One	IBM #5382 16 MB Mod 40 to 32 MB Mod 700 Upgrade
(1) One	Canon #NP-6650 Copier including red and black toner S/N CRG07578
(1) One	CD Unit Canon 6650/6150
(1) One	Stapler/Sorter 8580 S/N JQJ10938
(1) One	6150/6650 Red Initiator

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

Signet Bank/Maryland

BY:

TITLE: John S. Tuccitto, V.P.

STATE OF MARYLAND

547 307

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269201

RECORDED IN LIBER 516 Page 358 ON 8-19-87 (DATE)

1. DEBTOR

Name MCO Computer Supplies, Inc. / Techmate Computer Supplies, Inc.  
Address 1177 Goldfinch Lane, Millersville, MD 21108

2. SECURED PARTY

Name Maxell Corporation of America  
Address 60 Oxford Drive  
Moonachie, NJ 07074

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

AMENDMENT

Please amend Debtor(s) Name & Address to read:  
TechMart Computer Products (A MD Corporation)  
1424 Odenton Road  
Odenton, MD 21113

also, please amend Secured Party(ies) Address to read:  
Maxell Corporation of America  
22-08 Route 208  
FairLawn, NJ 07410

TechMart Computer Products

[Signature] vice president  
Dated 10/5/89

MAXELL Corporation of America  
[Signature] CORP. CREDIT MGR  
(Signature of Secured Party)  
Joseph DeFos  
Type or Print Above Name on Above Line

547-308

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 254720 recorded in Liber 480 Folio 53 on 11/30/84 at Anne Arundel County

1. DEBTOR(S): Jumbo Food Stores, Md., Inc.  
 ADDRESS(ES): 3129 Pennsy Drive  
Landover, Md. 20785

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kathy Tefft  
 ADDRESS: MAILSTOP: 509277, Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_



207-126 REV. 4-86

DEBTOR(S): \_\_\_\_\_ (Signature necessary only if Item 6 is applicable)  
 BY: \_\_\_\_\_ (SEAL)  
 BY: \_\_\_\_\_ (SEAL)  
 Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY: \_\_\_\_\_ (SEAL)  
John Sorensen, Vice President  
 (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

1530





LIST OF ITEMS INCLUDED IN SALE AT  
9001 FORT SMALLWOOD ROAD, A.K.A. MURPHY'S WATER OAK POINT INN

Draft beer cooler, 3 taps and 4 kegs (one for backup)  
Icemaker  
Commercial refrigerator  
Carryout refrigerator  
Large freezer  
Small freezer  
4-door beverage cooler  
Outside beer cooler (8x10 approximate size)  
3-compartment sink  
Register  
Central air conditioning -- 2 units  
2 bars; oval and sectional bar  
6 tables; 4 large, 2 small  
30 (+-) barstools  
20 (+-) chairs  
Glasses, slow cooker and equipment  
Shuffleboard and equipment  
Dart board and equipment  
20" television (approximate size)  
Custom oil painting  
Plank panelling on walls  
Desk

RETURN TO:  
Mid-Maryland Title Co., Inc.  
79 West Street  
Annapolis, MD 21401

517 312

Anne Arundel Co. Fin. Stment. Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 519 Page No. 155  
ID No. \_\_\_\_\_

1. Debtor(s) Water Oak Forest Corporation  
Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, MD 21061  
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
Attn: Commercial Real Estate Department  
114 E. Lexington Street, Baltimore, MD 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>from the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 30.00  
POSTAGE 3.00  
H. GREG SCHAFER  
AA CO. CLERK COURT

\*BEING KNOWN AND DESIGNATED as Lot(s) Thirty-nine (39), as shown on the Plat entitled "Chandler Point at Water Oak Forest", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39, 40, 41, 42 and 43.

Dated: July 14, 1989 PROVIDENT BANK OF MARYLAND

Michael E. Williams  
By: Michael E. Williams, Trustee

Raymond E. Schlissler  
By: Raymond E. Schlissler, Trustee

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(089-89) Schurman

1000/80

517-313

A.A. CO. Fin. Stmt. Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 501  
ID No. \_\_\_\_\_

Page No. 09

Water Oak Forest Corporation, a Maryland corporation  
Name or Names - Print or Type

1. Debtor(s)

305 E. Furnace Branch Road, Glen Burnie, MD 21061  
Address-Street No. City, State Zip

2. Secured Party

Provident Bank of Maryland  
Name or Names - Print or Type  
Attn: Commercial Real Estate Department  
114 E. Lexington Street, Baltimore, MD 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

A. Continuation.....   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....   
from the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....   
(Indicate whether amendment, termination, etc.)

\*BEING KNOWN AND DESIGNATED as Lot(s) Thirty-nine (39), as shown on the Plat entitled "Chandler Point at Water Oak Forest", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39, 40, 41, 42 and 43.

Dated: July 12, 1989 PROVIDENT BANK OF MARYLAND

Michael E. Williams  
By: Michael E. Williams, Trustee

Raymond E. Schlissler  
By: Raymond E. Schlissler, Trustee

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(089-89) Schurman

100/0

STATE OF MARYLAND

547-314

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254453

RECORDED IN LIBER 479 FOLIO 225 ON 11/7/84 (DATE)

1. DEBTOR

Name GOVERNMENT SYSTEMS ADVISORS, INC.  
Address 8260 GREENSBORO DR., SUITE 220, McLEAN, VA 22102

2. SECURED PARTY

Name OLD STONE BANK  
Address 150 SOUTH MAIN ST., PROVIDENCE, RI 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	0531314-000, 0003	

01648

Dated 9-27-89

*Mary C. Ferreira*  
(Signature of Secured Party)

OLD STONE BANK, A FEDERAL SAVINGS BANK  
Type or Print Above Name on Above Line

517-315

278915

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$720,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: September 25<sup>th</sup>, 1989

FINANCING STATEMENT

1. Debtor: Address:  
FRANKIE WILSON & SONS, INC. 7452 Baltimore Annapolis  
Boulevard  
P.O. Box 247  
Glen Burnie, Maryland 21061
2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION 9151 Baltimore National Pike  
Ellicott City, Maryland 21043
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

1300



517-316

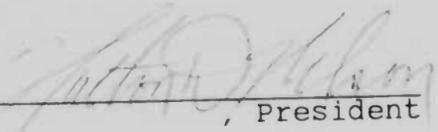
(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

FRANKIE WILSON & SONS,  
INC.

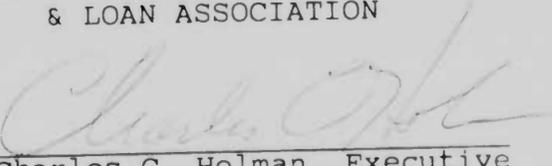
By

  
President

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By

  
Charles C. Holman, Executive  
Vice-President

WAL-#4.198.amp

RETURN TO  
CENTRAL MARYLAND TITLE COMPANY  
5 CRAIN HIGHWAY, N.E.  
GLEN BURNIE, MARYLAND 21061

517 317

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lots 2 through 10, both inclusive, as shown on the Plat entitled "Resubdivision of Ferndale Farms, Section C, Lots 513-522, 533-552, 559-572", said plat being recorded among the Land Records of Anne Arundel County, Maryland as Plat 6185, Plat Book 119, Page 4.

*Man in Central Md. Title Co*

08690-21092

279010

517-318

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO  
RECORDATION TAX

THE FINANCING STATEMENT RECORDS  
OF THE STATE OF MARYLAND

THE LAND RECORDS OF  
ANNE ARUNDEL COUNTY AND

THE FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

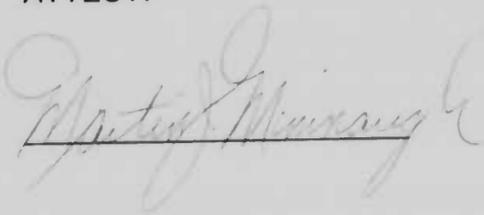
1. NAME AND ADDRESS OF DEBTOR: Dundics Enterprises, Inc.  
2448 Holly Avenue, Suite 200  
Annapolis, Maryland 21401

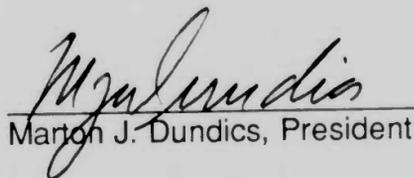
2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland  
Office of Economic Development  
Arundel Center, P.O. Box 1831  
Annapolis, Maryland 21404

3. This Financing Statement covers the following types (or items) of property:  
See Exhibit A

Debtor: DUNDICS ENTERPRISES, INC.

ATTEST:



 (SEAL)  
Marlon J. Dundics, President

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan,  
Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland 21404.

7W

RECEIVED  
CLERK  
03 OCT 03 11 3:02

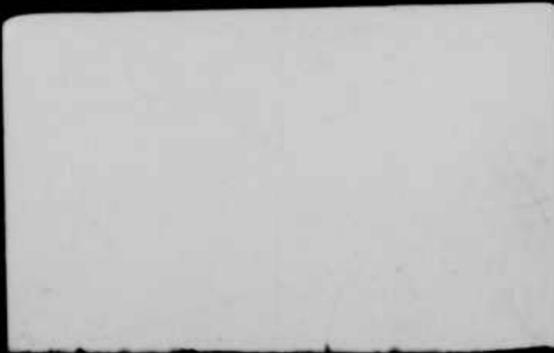


EXHIBIT A

DEBTOR: Dundics Enterprises, Inc.  
SECURED PARTY: Anne Arundel County, Maryland

1. Computer Equipment. The Computer Equipment more fully described in invoices 5MZ0561 (May 1, 1989), 5N13456 (May 3, 1989), 5N30195 (May 4, 1989), and 5N22317 (May 4, 1989) from Hewlett Packard to Debtor, the invoices being attached as Subexhibits A1-A4 and incorporated by reference.

2. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

3. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instructions and documents) both now and owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

4. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

5. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods.

6. All Other Equipment and Fixtures. All of the Debtor's other equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accession now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 2448 Holly Avenue, Suite 200, Annapolis, Maryland 21401

The term "proceeds" includes, without limitation, cash, checks, drafts, notes, chattel paper, open accounts and the proceeds of all insurance policies covering all or any part of such items of Collateral.



HEWLETT  
PACKARD

Subexhibit

A-1

PAGE 1 OF 2

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INVOICE 5MZ0561

<b>REMIT TO:</b> HEWLETT PACKARD P.O. BOX 54191 BALTIMORE MD 21264	<b>ORDER DATE</b> 04/30/89	<b>INVOICE DATE</b> 05/01/89	<b>DUE DATE</b> 05/31/89	<b>PAYMENT TERMS</b> NET/30	<b>HP ORDER NO</b> 443050084001
	<b>CUSTOMER PURCHASE ORDER NUMBER</b> 1189-046		DUNS: 05-518-9732 FEDERAL EIN: 94-1081436 HP PURCH AGR: -A4C01		

**INVOICE TO:**  
 DUNDICS' ENTERPRISES INC.  
 2448 HOLLY AVENUE  
 SUITE 200  
 ANNAPOLIS MD 21401  
 ATTN: ACCOUNTS PAYABLE  
 P.O.# 1189-046

**SPECIAL INSTRUCTIONS:**  
 DEMO DEV, ESR524, APPROVED BY GEORGE HUNTER  
 BILL ONLY

**INQUIRIES TO:**  
 HEWLETT-PACKARD COMPANY  
 EASTERN SALES REGION  
 2 CHOKE CHERRY RD  
 FED ID 94-108436  
 ROCKVILLE MD 20850  
 PHONE (301) 948-5370

**SUMMARY:**  
 ITEMS TOTAL: \$25440.00  
 DISCOUNT: \$10176.00-  
 INVOICE SUB-TOTAL: \$15264.00  
 TAX(SEE DESCRIPTION BELOW): \$753.20  
 INVOICE TOTAL: \$16027.20

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
<b>SHIP TO:</b> DUNDICS' ENTERPRISES INC. 2448 HOLLY AVENUE SUITE 200 ANNAPOLIS MD 21401						
0100	32536A CONSISTING OF:	MICRO 3000GX SERIAL # 2829Y00969	1	EA	15950.00	15950.00
	OPTION:ABA	ENGLISH CONSOLE	1	EA	.00	.00
	OPTION:009	SUBSTITUTE 304MB	1	EA	3650.00	3650.00
	OPTION:510	4MB MEMORY UPGRD	1	EA	3000.00	3000.00
	DISCOUNT FOR 0100 PRICE FOR 0100	(40.0%)				3040.00- 13560.00
	SALES/USE TAX FOR 0100				678.00	
	SHIPPED VIA:					SHIP DATE:02/06/89 B/L NUMBER:
0600	2235D CONSISTING OF:	IMPACT PRINTER SERIAL # 2836A20328	1	EA	2145.00	2145.00
	DISCOUNT FOR 0600 PRICE FOR 0600	(40.0%)				858.00- 1287.00
	SALES/USE TAX FOR 0600				64.35	
	SHIPPED VIA:					SHIP DATE:02/06/89 B/L NUMBER:
0900	D1182A CONSISTING OF:	VGA COLOR DISPLY SERIAL # 8840J21214	1	EA	695.00	695.00
	DISCOUNT FOR 0900 PRICE FOR 0900	(40.0%)				278.00- 417.00
	SALES/USE TAX FOR 0900				20.95	
	SHIPPED VIA:					SHIP DATE:02/06/89 B/L NUMBER:

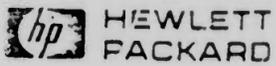
PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5MZ0561 AND REMIT

CONTINUED

DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.



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PAGE 2 OF 2

INVOICE 5MZ0561

<b>REMIT TO:</b> HEWLETT PACKARD P. O. BOX 54191 BALTIMORE MD 21254	<b>ORDER DATE</b>	<b>INVOICE DATE</b>	<b>DUE DATE</b>	<b>PAYMENT TERMS</b>	<b>HP ORDER NO</b>
	04/30/99	05/01/99	05/31/99	NET/30	443050084001
<b>CUSTOMER PURCHASE ORDER NUMBER</b>		DUNS: 05-518-9732		FEDERAL EIN: 94-1061436	
1189-046	HP PURCH AGR:		-A4C01		

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
		TAX TOTAL: MARYLAND STATE TAX				753.20
		INVOICE TOTAL:				16027.20

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5MZ0561 AND REMIT 16027.20

DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF





Subexhibit  
A-2

PAGE 1 OF 1

547-322

INVOICE 5N13456

<b>REMIT TO:</b> HEWLETT PACKARD P.O. BOX 54191 BALTIMORE MD 21264	<b>ORDER DATE</b> 04/28/89	<b>INVOICE DATE</b> 05/03/89	<b>DUE DATE</b> 06/02/89	<b>PAYMENT TERMS</b> NET/30	<b>HP ORDER NO</b> 443050084002
	<b>DUNS:</b> 05-518-9732		<b>FEDERAL EIN:</b> 94-1081436		
<b>CUSTOMER PURCHASE ORDER NUMBER</b> 1189-046	<b>HP PURCH AGR:</b>		-A4C01		

**INVOICE TO:**  
 DUNDICS' ENTERPRISES INC.  
 2448 HOLLY AVENUE  
 SUITE 200  
 ANNAPOLIS MD 21401

**SPECIAL INSTRUCTIONS:**  
 DEMO DEVL. ESR524, APPROVED BY GEORGE HUNTER.

**INQUIRIES TO:**  
 HEWLETT-PACKARD COMPANY  
 EASTERN SALES REGION  
 2 CHOKE CHERRY RD  
 FED ID 94-108436  
 ROCKVILLE MD 20850  
 PHONE (301) 948-5370

**SUMMARY:**

ITEMS TOTAL:	\$120.00
DISCOUNT:	\$48.00-
INVOICE SUB-TOTAL:	\$72.00
TAX(SEE DESCRIPTION BELOW):	\$3.50
INVOICE TOTAL:	\$75.50

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
<b>SHIP TO:</b>						
		DUNDICS' ENTERPRISES INC. 2448 HOLLY AVENUE SUITE 200 ANNAPOLIS MD 21401 M/F 1189-046 JOHN SANTONL				
0700	45951D	MS-DOS 3.3	1	EA	120.00	120.00
		DISCOUNT FOR 0700 (40.0%)				48.00-
		PRICE FOR 0700				72.00
		SALES/USE TAX FOR 0700			3.50	
		SHIPPED VIA: FED4				
		SHIP DATE: 05/02/89 B/L NUMBER: 2405796416				

TAX TOTAL: MARYLAND STATE TAX 3.50  
 INVOICE TOTAL: 75.50

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5N13456 AND REMIT 75.60

ORIGINAL

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 5, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.



HEWLETT  
PACKARD

Subexhibit  
A-3

517-323

PAGE: 1 OF 1

INVOICE 5N30195

<b>REMIT TO:</b> HEWLETT PACKARD P.O. BOX 64191 BALTIMORE MD 21254	<b>ORDER DATE</b> 04/28/89	<b>INVOICE DATE</b> 05/04/89	<b>DUE DATE</b> 05/03/89	<b>PAYMENT TERMS</b> NET/30	<b>HP ORDER NO</b> 443050084002
	DUNS: 05-518-9732		FEDERAL EIN: 94-1081436		
<b>CUSTOMER PURCHASE ORDER NUMBER</b> 1189-046		HP PURCH AGR:		-A4C01	

**INVOICE TO:**  
 DUNDICS' ENTERPRISES INC.  
 2448 HOLLY AVENUE  
 SUITE 200  
 ANNAPOLIS MD 21401

**SPECIAL INSTRUCTIONS:**  
 DEMO DEVL. ESR524, APPROVED BY GEORGE HUNTER.

**INQUIRIES TO:**  
 HEWLETT-PACKARD COMPANY  
 EASTERN SALES REGION  
 2 CHOKE CHERRY RD  
 FED ID 94-108436  
 ROCKVILLE MD 20850  
 PHONE (301) 948-6370

**SUMMARY:**

ITEMS TOTAL:	\$400.00
DISCOUNT:	\$160.00-
INVOICE SUB-TOTAL:	\$240.00
TAX(SEE DESCRIPTION BELOW):	\$12.00
INVOICE TOTAL:	\$252.00

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
------	---------	-------------	-----	----	------------	--------

**SHIP TO:**  
 DUNDICS' ENTERPRISES INC.  
 2448 HOLLY AVENUE  
 SUITE 200  
 ANNAPOLIS MD 21401  
 M/F 1189-046  
 JOHN SANTONL

0200	51450A	MPE V/E MEDIA	1	EA	.00	.00
	CONSISTING OF:	SERIAL # , BOX # 354180				
	OPTION:022	CART TAPE MEDIA	1	EA	.00	.00
	OPTION:200	LATEST VERSION	1	EA	.00	.00
	OPTION:506	MICRO 3000 SPU	1	EA	.00	.00
	PRICE FOR 0200					0.00
	SHIPPED VIA:	UPS	SHIP DATE:05/04/89 B/L NUMBER:50227390			
0300	35303A	HP EASYTIME	1	EA	400.00	400.00
	DISCOUNT FOR 0300	(40.0%)				160.00-
	PRICE FOR 0300					240.00
	SALES/USE TAX FOR 0300				12.00	
	SHIPPED VIA:	UPS	SHIP DATE:05/04/89 B/L NUMBER:50227390			

TAX TOTAL: MARYLAND STATE TAX 12.00  
 INVOICE TOTAL: 252.00

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5N30195 AND REMIT 252.00

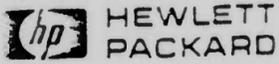
DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

Subexhibit  
A-4

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PAGE: 1 OF 1

INVOICE 5N22317

<b>REMIT TO:</b> HEWLETT PACKARD P.O. BOX 64191 BALTIMORE MD 21264	<b>ORDER DATE</b> 05/03/89	<b>INVOICE DATE</b> 05/04/89	<b>DUE DATE</b> 06/03/89	<b>PAYMENT TERMS</b> NET/30	<b>HP ORDER NO</b> 443050084003
	DUNS: 05-519-9732		FEDERAL EIN: 94-1081436		
<b>CUSTOMER PURCHASE ORDER NUMBER</b> 1189-046	HP PURCH AGR:		-A4001		

**INVOICE TO:**  
 DUNDICS ENTERPRISES INC  
 2448 HOLLY AVE  
 SUITE 200  
 ANNAPOLIS MD 21401  
 ATTN: ACCOUNTS PAYABLE  
 P.O.# 1189-046

**SPECIAL INSTRUCTIONS:**  
 DEMO DEV; ESR524, APPROVED BY GEORGE HUNTER  
 BILL ONLY

**INQUIRIES TO:**  
 HEWLETT-PACKARD COMPANY  
 EASTERN SALES REGION  
 2 CHOKE CHERRY RD  
 FED ID 94-108436  
 ROCKVILLE MD 20850  
 PHONE (301) 948-6370

**SUMMARY:**

ITEMS TOTAL:	\$3395.00
DISCOUNT:	\$1358.00-
INVOICE SUB-TOTAL:	\$2037.00
TAX(SEE DESCRIPTION BELOW):	\$101.85
INVOICE TOTAL:	\$2138.85

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
<b>SHIP TO:</b>						
		DUNDICS ENTERPRISES INC 2448 HOLLY AVE SUITE 200 ANNAPOLIS MD 21401				
0800	D1326A	VECTRA ES/12 M26	1	EA	3395.00	3395.00
	CONSISTING OF:	SERIAL # 2842A41143				
	OPTION:ABA	US-ENG VERSION	1	EA	.00	.00
	DISCOUNT FOR 0800	(40.0%)				1358.00-
	PRICE FOR 0800					2037.00
	SALES/USE TAX FOR 0800				101.85	
SHIPPED VIA: SHIP DATE:02/06/89 B/L NUMBER:						

TAX TOTAL: MARYLAND STATE TAX	101.85
INVOICE TOTAL:	2138.85

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 5N22317 AND REMIT 2138.85

DUPLICATE

PLEASE PAY ON THIS INVOICE. NO STATEMENT WILL BE ISSUED.

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

3091457

547 325

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

XX TO BE RECORDED IN  
LAND RECORDS

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing \_\_\_\_\_  
Maturity Date (if any) \_\_\_\_\_

Record Reference  
Liber 539, folio 183

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
SOUTH RIVER LANDING, INC.		2661 Riva Road, Suite 420	Annapolis, Maryland	21401

Name of Secured Party or Assignee	No.	Street	City	State
HOME FEDERAL SAVINGS BANK		122-128 West Washington Street	Hagerstown, Maryland	21741



CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

XX OTHER PARTIAL TERMINATION FOR FINANCING STATEMENT PERTAINING TO THE PROPERTY: BEING Unit 810, Section VIII, as shown on a plan of SOUTH RIVER LANDING CONDOMINIUM, which condominium plan is recorded among the Land Records of Anne Arundel County in Condominium Plat Book E28, folios 28-33, inclusive which, unit is more particularly shown on a plat entitled, "Plan 6 of 6, Section VIII SOUTH RIVER LANDING A CONDOMINIUM an Amended Subdivision Plan of South River Landing, recorded in Book 86, pages 37 and 38", which plat is recorded in Plat Book E28, folio 33.

THIS condominium was created pursuant to a Declaration as recorded among the Land Records of Anne Arundel County in Liber 3528, folio 231 and By-Laws recorded among the aforesaid Land Records in Liber 3528, folio 247, as amended from time to time, both of which are made applicable to subject property by a Declaration recorded among the aforesaid Land Records in Liber 3884, folio 279.

Debtor(s) or Assignor(s)  
\_\_\_\_\_

BANK  
HOME FEDERAL SAVINGS/ (SEAL)  
(Corporate, Trade or Firm Name)

Thomas B. France  
Signature of Secured Party or Assignee

\_\_\_\_\_  
Type or print name under signature

\_\_\_\_\_  
(Owner, Partner of Officer and Title)  
(Signature must be in ink)

105

547-326

2789 17

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Kenneth Phelps  
Dorothy Phelps  
8281 Waterford Rd.  
Pasadena, Md. 21122

2 Secured Party(ies) and address(es)

Hein Bros., Inc.  
P. O. Box 666  
7320 Ritchie Hgwy.  
Glen Burnie, Md. 21061

For Filing Officer (Date, Time, Number, and Filing Office)



4 This financing statement covers the following types (or items) of property

Polynesian whirlpool spa w/ super cover.

Located at: 8281 Waterford Rd  
Pasadena, MD 21122

To be recorded in the Land Records.  
Secured party is the Seller.

5 Assignee(s) of Secured Party and Address(es)

Security Pacific  
7310 Ritchie Highway  
Glen Burnie, Md. 21061

Return  
To:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with

+ Kenneth G. Phelps  
Kenneth G. Phelps  
By Dorothy Phelps  
Dorothy Phelps

Security Pacific Financial Svcs, Inc  
Laurie Bockmiller, Branch Manager  
Laurie Bockmiller  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy-Alpha/Beta

1230

547-327

278918

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

JOSEPH M. HUBER t/a  
J.M. HUBER & COMPANY  
122 Teal Drive  
Pasadena, MD 21122

2 Secured Party(ies) and Address(es)

MOTOROLA C & E, INC.  
P.O. Box 8788  
BWI Airport, MD 21240

3 Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)



4 This financing statement covers the following types (or items) of property:

ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY HEREAFTER  
ACQUIRED BY DEBTOR.  
"NOT SUBJECT TO RECORDATION TAX"--TO PERFECT A SECURITY  
INTEREST TAKEN OR RETAINED BY SELLER OF COLLATERAL TO SECURE  
ALL OR PART OF ITS PRICE.

5 Assignee(s) of Secured Party and Address(es)

ASSOCIATES CAPITAL SERVICES  
7240 Parkway Dr. Ste. 140  
Hanover, MD 21076

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

JOSEPH M. HUBER t/a J.M. HUBER & COMPANY

MOTOROLA C & E, INC.

By: Joseph M. Huber  
Signature(s) of Debtor(s)

By: PAT SERRA  
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev 12-80

12-90

278049

547 328

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) JOHN R. BOWEN 5373 ED. PROUT Rd. LOTHIAN, MD. 20711	2. Secured Party(ies) and Address(es) FORD MOTOR Credit COMPANY P.O. BOX 36387 RICHMOND, VA. 23235
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

NEW FORD TRACTOR 1920 Ser# LL 26711  
NEW FORD REAR BLADE Ser# WZB1473  
NEW INTERNATIONAL DISC. Ser# NONE

74

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

John Russell Bowen  
(SIGNATURE OF DEBTOR)

FORD MOTOR Credit COMPANY  
(NAME OF SECURED PARTY)

JOHN RUSSELL BOWEN  
(SIGNATURE OF DEBTOR)

BY: [Signature] (Rep.)

11/50



a.a.co  
#

547-329  
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278930

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A  
Inventory/Equipment

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.  
Address P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

TW

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

R & D Equipment Sales, Inc.  
Donald E. Willson, Pres.  
(Signature of Debtor)

Donald E. Willson, Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

\_\_\_\_\_  
(Signature of Secured Party)

ROBERT HEENEY, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

17.50

517-3311

ORIX  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 10<sup>th</sup> day of October 1989 by and between

R & D Equipment Sales, Inc., having its principal place of business at  
P.O. Box 227 Gambrills, MD 21054

"Mortgagor" and Orix Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or state-ments referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagor at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and, all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Secretary

R & D Equipment Sales, Inc. (Seal)
By Donald E. Willson Pres. (Title)

STATE OF Maryland
COUNTY OF Anne Arundel

SS

Donald E. Willson being duly sworn, deposes and says

- 1. He is the President of R & D Equipment Sales, Inc.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to UTA Credit Alliance, Inc. in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of 19

Donald E. Willson

NOTARY PUBLIC

STATE OF COUNTY OF SS
I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County, before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the of R & D Equipment Sales, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal) NOTARY PUBLIC CA 1 & 7.7)

547-332

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 19, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Champion Hoist Personnel Hoist 160' Tower 2 Counter Weights Base Fence, 24 Gates Car #1 S/N 581957A, Car #2 S/N 581957B	US-60-2R	
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc.

By: *David R. Wells Pres.*

STATE OF MARYLAND

547-333

FINANCING STATEMENT FORM UCCH

Identifying File No. 2994

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated October 13, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coast Navigation, Inc.
Address 1934 Lincoln Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Chase Bank of Maryland - Commercial Leasing
Address 10 E. Baltimore Street, Flr. 16
Baltimore, Maryland 21202

TW

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

AS
SEE ATTACHED SCHEDULE OF LEASED EQUIPMENT.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX.
Pursuant to Section 12-108 (K) (4) of the Annotated Code of MD. This Financing Statement is not intended to convey title to personal property.
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Anne Arundel

Coast Navigation, Inc.
(Signature of Debtor)

Carol L Tindall, VP
Type or Print Above Name on Above Line
Carol L Tindall, VP
(Signature of Debtor)

Type or Print Above Signature on Above Line

Chase Bank of Maryland - Commercial Leasing

Calvin L. Hargett, Jr., VP
(Signature of Secured Party)
Calvin L. Hargett, Jr., VP

Type or Print Above Signature on Above Line

SL

517-334

Chase Bank of Maryland  
 10 East Baltimore Street  
 Baltimore, Maryland 21202

**SCHEDULE OF LEASED EQUIPMENT**

Lessee Coast Navigation, Inc.

DATE OF LEASE AGREEMENT: October 13, 1989

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Include Manufacturer)	SERIAL NO.	COST
	Merchandising Systems, Inc.			
13		8' Slotted Wall Channel - Crown		\$ 240.50
11		Slotwall 4x8 - Dove Grey		901.45
1		Crating Charge		25.00
10	DSG541818	4' Gondola without shelves		1,322.00
17	DSGS5418	4' Gondola with 10", 12", 14" shelves two sides		3,774.00
3	DSFE5418	3' Feature End without shelves		327.00
6	DSWD8421	4' Wall Display without shelves		635.40
9	76035	16"x48" Shelves		176.40
2	76590	3-pocket magazine rack - 36"		155.92
2	76083	3-pocket magazine rack - 48"		155.92
3	WDK9	Wire Divider Kit 10"		45.96
3	WDK11	Wire Divider Kit 12"		53.49
3	WDK13	Wire Divider Kit 14"		55.47
3	WDK15	Wire Divider Kit 16"		61.38
3	4536	Bin Box Merchandiser with all PS-2 bin boxes Use MA-2 hooks rather than frame sets		690.00
12	BP-9A	Baskets (1 carton)		153.00
4	HDH6	Peg Hook 6"		46.20
4	HDH8	Peg Hook 8"		50.40
2	HDH10	Peg Hook 10"		27.30
2	81S	Men's Shirt Form		80.90
2	30A	Women's Bust Form		74.80
4	82A	Bases		76.80
2		Used Storage Shelving 40' runs - 4-48", 8-36" 30" deep - 9' high, 5 shelves per section		1,200.00
2		Used Storage Shelving 24' runs - 6-48" sections 24" deep - 8' high, 5 shelves per section		600.00
1		Pallet Rox - Dividers, X Braces, etc.		100.00
16		Shelves - 30"x36"		80.00
6		Shelves - 30"x48"		30.00
				\$11,139.29

INITIALED FOR LESSEE: PLT

INITIALED FOR LESSOR: CD

547-335

Chase Bank of Maryland  
10 East Baltimore Street  
Baltimore, Maryland 21202

SCHEDULE OF LEASED EQUIPMENT

Lessee Coast Navigation, Inc.

DATE OF LEASE AGREEMENT: October 13, 1989

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Include Manufacturer)	SERIAL NO.	COST
<u>Telcoa</u>				
1		2460 Key service unit		
1		Remote Diagnostics		
5		Station A Cards		
1		Station B Card		
3		COU Line Cards:w/MOH w/1COU D Card		
25		24 Button keysets with LCD		
1		DSS/BLF		
1		Battery back up		
2		Ceiling speakers w/2 top hats and 4 wall baffles, 3 paging horns		
1		40 Watt paging amp		
1		Summa Max 500 call accounting pkg		
1		Digital voice announcer		
1		48 volt power supply		
1		ring generator		
2		Data Boards, Teflon cable		
		2nd year warranty on parts and labor		\$22,770.00
<u>Programmed Security, Inc.</u>				
<u>Fire and Security Equipment</u>				
1		Radionics 8112 Master Panel		
1		Standby Power Supply Unit		
2		Alpha II Keypads		
8		Passive Infrared Detectors		
4		Audio Glass Discriminators		
2		OH Door Contacts		
5		Standard Contacts		
4		Smoke Detectors		\$ 4,366.00

INITIALED FOR LESSEE: CLH

INITIALED FOR LESSOR: CLH

547-336

Chase Bank of Maryland  
10 East Baltimore Street  
Baltimore, Maryland 21202

**SCHEDULE OF LEASED EQUIPMENT**

Lessee Coast Navigation, Inc.

DATE OF LEASE AGREEMENT: October 13, 19 89

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Include Manufacturer)	SERIAL NO.	COST
Warehouse	Carpet and Tile	1 Wellco-Forum 2 color "Summer Sky" Weve-Stallion #09175 "Lancaster Gray". Wunda Weve-Stallion #03076 "Desert Plum". 2 Wellco-Forum 2 color "Mist". U.S. Ceramics R-925 Twilight Blue. U.S. Ceramics R-960 Sterling. Tarkett-Coordinates #57028 Steel Gray. Axrock-Flex slate V-527 Gray. 4 American Olean-Satinglos 2x2 D-14 Sterling & D-21 Colbalt. Hartco-Acrlic Impregnated "Chesapeake". 5 Shore Step Tire Carpet tiles. Stairtreads & Risers Brigadier Rubbe. Treads & Risers AT-708 #104 gray. 6 Mercer Rubberlyte covebase #316 gray.		\$31,245.00
Gable Signs and Graphics, Inc.				
1		48" Fabricated Aluminum, Reverse Channel Faces of .063 rolled aluminum backed w/plexi	\$1,938.00	
15		20" Reverse Channel letters, fabricated aluminum backs & sides as per signed contract dated July 10	\$4,530.00	
1		Photo sensor mounted on wall	\$ 35.00	\$ 6,503.00

INITIALED FOR LESSEE: CLT

INITIALED FOR LESSOR: CL

547-337

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278932

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: David A. Quaranta, MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

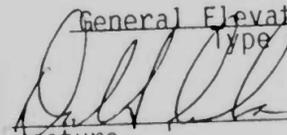
Signature of Secured Party: Thomas E. Myers, Treasurer
Type or Print Above Signature on Above Line

1/15/50

EXHIBIT A  
DESCRIPTION OF EQUIPMENT

- One (1) 015075 Deskpro 286E-1  
S/N(s): 4923HZ1H0731
- One (1) 030614 VGA Monochrome Monitor  
S/N(s): 925EF0085TS1
- One (1) 055130 110MB Drive DP386S/386/20e
- One (1) 205053 EA(1)DOS+Basic 3.3
- One (1) 222531 Adv Netware V2.15 5.25  
S/N(s): 883000669001
- One (1) 05MD279080 Maynard 60 w/stnd  
S/N(s): 352689
- Six (6) 07X275 Tiara Lancard/A (LCA)
- One (1) 07X276 Active 8-Conn Hub
- Three (3) 011006 \*(2) MOD 30 286 (512K,1.44DD)  
S/N(s): 7510032 7510028  
7416705DTF0
- Three (3) 060881 0.5MB MEM 30-286 SYBD F/0608
- Three (3) 030844 Color Display 12IN (8513)  
S/N(s): 0784066 0784068  
0784070
- One (1) 071338 SMARTMODEM 2400 EXT  
S/N(s): A03731083450
- One (1) 221380 CLOSE-UP CUST/TERMINAL V3.0
- One (1) 400097 Backup Power Supply-STDBY (50  
S/N(s): 505A002369
- Four (4) SL0500 Software Set Up

General Elevator Company, Incorporated  
Type Full Legal Company Name

	David A. Quaranta	_____	_____
Signature	Print Name	Signature	Print Name
Mis Director	_____	_____	_____
Title	Title	Title	Title
_____	_____	_____	_____
Date	Date	Date	Date



STATE OF MARYLAND

547-339  
278333  
Identifying File No. \_\_\_\_\_

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID L. KNARR  
Address 7995 FOX CHASE LANE, GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name FOREMOST LAWN EQUIPMENT SALES  
Address 4180 CHAMBER HILL ROAD  
HARRISBURG, PA 17111



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

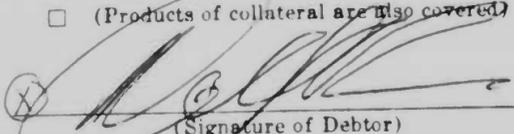
4. This financing statement covers the following types (or items) of property: (list)

- One - New Kubota B1550DT tractor, s/n 505460
- One - New Kubota 1640A Loader, s/n 24004105
- One - New Kubota BL80 Post hole digger, s/n 53000505
- One - New Land Pride RC1560 Rotary cutter, s/n L23901

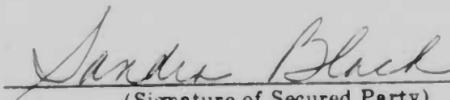
Name and address of Assignee  
KUBOTA CREDIT CORPORATION, U.S.A.  
1025 Northbrook Parkway  
Suwanee, Georgia 30174

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

  
(Signature of Debtor)  
DAVID L. KNARR  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

  
(Signature of Secured Party)  
SANDRA BLACK  
Type or Print Above Signature on Above Line

11/90

547 340

278954

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer  
(Date, Time, Number, and Filing Office)

Maryland Pennysaver Group, Inc.  
1342 Charwood Road  
Hanover, MD 21076

Solna Web Inc.  
6050 Connecticut  
Kansas City, MO 64120



4. This financing statement covers the following types (or items) of property:

One (1) Distributor 30 2+1 printing unit (22.75 cutoff).

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: State Dept. of Assessments/Circuit Clerk for Arundel County

Maryland Pennysaver Group, Inc.

Solna Web Inc.

By: (see attached)  
Geoffrey Calderone  
Signature(s) of Debtor(s)

By: *Margaret E. Burton*  
Margaret E. Burton  
Signature(s) of Secured Party(ies)  
144 Finance  
102 Solna  
Web, Inc

STANDARD FORM - FORM UCC-1

(B) FILING OFFICER COPY-ALPHABETICAL

117204.50

Solna Web, Inc.  
 6130 Connecticut  
 Kansas City, Missouri 64120  
 Phone (816) 483-2121 Fax (816) 241-8450

Date July 20, 1989

Buyer's Name MARYLAND PENNSYLVANIA GROUP, INC.  
 Please Type or Print

Sales Order & Security Agreement

Please enter our order for the following subject to the conditions printed on BOTH sides of this order

1342 Charwood Road  
 (Street or P.O. Box No)  
 Hanover, Md. 21076  
 (City) (State) (Zip)  
 301-684-2600  
 (Phone Number)

(PRESS EQUIPMENT)

One (1) Distributor 30 2+1 printing unit (22.75 cutoff).  
 The price includes one (1) set of rubber rollers, one (1) air shaft for paper rolls, one (1) water circulator, freight, rigging, and installation. Unit to be installed on the left end of pressline. No folder extension parts are included. The unit was operated at the

1989 A.N.P.A. Show, Make Model Serial #

Current Specifications Volts Cycle Phase KVA SUB TOTAL \$ TAX (WHERE APPLICABLE) \$

Solna Web, Inc. is the first lienholder on the above equipment up to a value of \$171,950.00. This will reduce to \$143,900. after April 2, 1990 payment is received. They do not include applicable sales use and other taxes, all of which Buyer agrees to pay on demand whether Buyer is liable for the same or Solna Web, Inc. is required by law to collect the same from Buyer.

PAYMENT TERMS

Buyer acknowledges having been quoted a cash price, agrees to purchase the equipment described above as follows:

- A. Cash accompanying this Order \$ 28,050.00
- B. ~~XXXXXX~~ Cash payable on ~~XXX~~ 28,050.00
- C. ~~XXXXXX~~ April 2, 1990 \$
- D. ~~XXXXXX~~ \$
- E. ~~XXXXXX~~ \$
- F. Balance (payable in cash) ~~XXX~~ \$ 143,900.00 on November 1, 1990

Within 5 days after the arrival of the equipment at its destination, Buyer agrees to afford Solna Web, Inc. the opportunity to supervise the erection of the equipment and to provide adequate labor, equipment and suitable foundation for the prompt completion of such erection. If Buyer does not, Buyer agrees that the entire purchase price shall be paid within 10 days after said arrival.

TRADE IN: At or before the time of delivery of the equipment to Buyer, Buyer will deliver to Solna Web, Inc. at the Buyer's place of business the equipment described above to be traded in. Buyer, in consideration of the trade-in credit granted by Solna Web, Inc. bargains and sells, and by these presents does grant and convey unto Solna Web, Inc. its successors and assigns, the property described above as being traded in, to have and to hold the same unto Solna Web, Inc., its successors and assigns forever, and Buyer warrants that it is the lawful owner of the equipment being traded in, that the same is free from all liens and encumbrances, that it has the right to sell the same and that it will defend the same against any claims and demands of all persons.

INSTALLATION: If the prices stated above include delivery and erection in Buyer's premises, (1) the equipment will be delivered to the point where it is to be erected or installed only when sufficient passageways, free access to point of installation, and elevators of necessary size and capacity for delivery are available, otherwise, delivery will be made on sidewalk or nearest accessible location to point of installation and Buyer will assume responsibility and expense for placing equipment in final location.

(2) Solna Web, Inc. will furnish the services of a competent man, for the necessary time, but not to exceed \_\_\_\_\_ days to erect the equipment and instruct operator, at no additional charge.

(3) Buyer at its sole cost and expense will provide suitable foundation, adequate floor conditions, rating and/or electrical wiring required, as well as labor (for carpentry, plumbing, masonry, etc.) necessary for removing obstructions, or construction, in connection with installation.

Buyer will indemnify and hold Solna Web, Inc. harmless from and against any and all losses, liability, damage or expense for injury to persons or property arising out of the installation, use and operation of said equipment.

ACCEPTANCE: This order shall be binding upon Solna Web, Inc. only when accepted by it at its principal office in Kansas City, Missouri in printed space below and a executed copy mailed to Buyer. It shall be governed by the laws of the State of Missouri.

Witness Donald L. ...  
 Accepted at K.C. MO  
 SOLNA INCORPORATED (Seller) Solna Web Inc.  
Ex 100 7-27-89

Type or Print Name MARYLAND PENNSYLVANIA GROUP, INC.  
 Signature Gentry ...  
 1342 Charwood Road  
 Hanover, Maryland 21076

017-0341

ANNE ARUNDEL 11-C

"NOT SUBJECT TO RECORDATION"

INSTALLMENT PLAN BUYING"

547 342

FINANCING STATEMENT FORM UCC-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. 278955  
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John H. Layton & Associates, INC.  
Address 4-6 Platzer Ln.  
Glen Burnie Md 21061

2. SECURED PARTY

MIDLANTIC COMMERCIAL LEASING  
Name  
Address 225 WST 34TH ST.  
NEW YORK, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached Hereto and Part Hereof

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
(Products of collateral are also covered)

MIDLANTIC COMMERCIAL LEASING

(Signature of Debtor)

John H. Layton, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

T. BANKS  
Type or Print Above Signature on Above Line

11.80

SCHEDULE

Schedule referred to in and made part of agreement dated

9-22-89

547 343

between John H. Layton & Associates, Inc. and MIDLANTIC COMMERCIAL LEASING CORP.

LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG., MODEL NO.)	AMOUNT
One (1)	VVE-1418-3LM	Vertical Camera VVE-1418-3LM	
One (1)		Artograph Statmaker Processor	
One (1)	FLS-24420	Pronto Exposure System FLS - 24420	
One (1)	705-240-1	Lawson 6/Color 4 Station HD Printer 705-240-1	
One (1)		Black Stallion Flash Cure Unit W Heat Control Unit	
One (1)		Cincinnati Model Cintech Dryer 636	
One (1)		Cincinnati Model 300-1 Screen Washer	
One (1)		Expert Cleaning Gun	
One (1)		Windy City Nozzle	
One (1)		Calcom Wall Sink	
One (1)		12 Frame Kit	
One (1)		All Accessories for Start UP	

MIDLANTIC COMMERCIAL LEASING CORP.

LESSOR

John H. Layton & Associates, Inc.

LESSEE

Pres.

John H. Layton

TITLE

TITLE

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

517-344  
Identifying File No. 278956

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Basics #25  
Address 8160 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name NCC Leasing, Inc.  
Address 1601 S. Main Street, Dayton, OH 45479

Person And Address To Whom Statement Is To Be Returned If Different From Above. (TW)

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATION, COMPUTERS, COMPUTER PERIPHERALS, RETAIL AND FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

Name and address of Assignee

Purchase money security agreement not subject to recordation tax.

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

4392/567413

(Signature of Debtor)  
Basics #25  
Super Rite Foods, Inc.  
Type or Print Above Name on Above Line  
(Signature of Debtor)  
William Schantzback - VP of Finance  
Type or Print Above Signature on Above Line

(Signature of Secured Party)  
Gayle M. Gyure - Agent  
NCC Leasing, Inc.  
Type or Print Above Signature on Above Line

11 50  
11 50

STATE OF MARYLAND

547 REC-345  
278957  
Identifying File No.

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2687.58

If this statement is to be recorded in land records check here.

This financing statement Dated 9-12-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES J BENNETT JR  
Address 7520 HOLLYBROOK ROAD GLEN BURNIE MARYLAND 21061

2. SECURED PARTY

Name AVCO FIANNCIAL SERVICES  
Address 7164 D EAST FURNACE BRANCH RD  
GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9-12 92

4. This financing statement covers the following types (or items) of property: (list)

9 MM GUN, 27 " SONY TV SONY VCR

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*[Signature]*  
\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)  
JOYCE M RALEY MANAGER  
Type or Print Above Signature on Above Line

11/2 - 50

STATE OF MARYLAND

547-340

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279953

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2701.82

If this statement is to be recorded in land records check here.

This financing statement Dated 9/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDERICK E. JOHNSON

Address 7121-G DEFRANZO LOOP FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

Address P. O. BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

FREDERICK E. JOHNSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

Handwritten initials and date: 11 21 89

STATE OF MARYLAND

547 347

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15366

278959

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1415.42

If this statement is to be recorded in land records check here.

This financing statement Dated 9/06/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MICHAEL CRUZADO

Address BLDG. 9828 A-CO. 741st MI FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael Cruzado (Signature of Debtor)

MICHAEL CRUZADO Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GINA JORDAN ADMIN. ASST. Type or Print Above Signature on Above Line

1050

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1738.76

If this statement is to be recorded in land records check here.

This financing statement Dated 9/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LARRY LEONARD

Address 1872-C FORREST AVE. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Larry Leonard*  
(Signature of Debtor)

LARRY LEONARD  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Gina Jordan*  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

94.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15388

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 278961

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1998.49

If this statement is to be recorded in land records check here.

This financing statement Dated 9/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Darrell E. Darby DARRELL E. DARBY  
Address 105 Pasadena Road Pasadena Md 21122

2. SECURED PARTY 105 PASADENA RD. PASADENA, MD. 21122

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#492280 0777 R03 T10:55  
10/25/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Darrell E. Darby  
(Signature of Debtor)

DARRELL E. DARBY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gian Jordan

(Signature of Secured Party)

GIAN JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

14 SU

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 350

Identifying File No. 15417

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 278962

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4500 15

If this statement is to be recorded in land records check here.

This financing statement Dated 09-28-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerald & Neva Stansbury

Address 2136 Mulberry Hill Rd Annapolis Md 21401

2. SECURED PARTY

Name AVCO

Address PO Box 997 Glen Burnie Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10-8-92

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.00  
RECORD TAX 35.00  
POSTAGE .50  
#492320 0777 R03 T10436  
10/25/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Gerald G. Stansbury*  
(Signature of Debtor)

Gerald Stansbury  
Type or Print Above Name on Above Line

*Neva H. Stansbury*  
(Signature of Debtor)

Neva Stansbury  
Type or Print Above Signature on Above Line

*Mary Bryant*  
(Signature of Secured Party)

Mary Bryant Admin Asst  
Type or Print Above Signature on Above Line

12 35 50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

547-351  
Identifying File No. 278963

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Cycle & Ski, Inc.  
Address 128 Hillsmere Dr., Annapolis, MD 21403

2. SECURED PARTY

Name Dynamic USA, Inc.  
Address P.O. Box 429, West Lebanon, NH 03784  
Data-File Services, Inc-1728 Olympic Blvd., Santa Monica, CA 90404  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 1.10  
POSTAGE .50  
#492370 0771 AUG 11 1989  
10/23/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) TM

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL

RECORD FEE 2.00  
#492370 0771 AUG 11 1989  
10/23/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mark R. Conner - President  
(Signature of Debtor)

Chesapeake Cycle & Ski, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Peter R. Martini  
(Signature of Secured Party)

Dynamic USA, Inc.  
Type or Print Above Signature on Above Line

11-50

547-352

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

Secured Party:

Dynamic USA, Inc.  
P.O. Box 429  
West Lebanon, NH 03784

Debtor:

Chesapeake Cycle & Ski, Inc.  
128 Hillsmere Dr.  
Annapolis, MD 21403

All inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark(s) **DYNAMIC** either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

Chesapeake Cycle & Ski, Inc.

Dynamic USA, Inc.

Mark R. Corcoran - President

DEBTOR

SECURED PARTY

SHEET #

(1) Filing Officer Copy--Alphabetical

FORM UCC-E

547 353

278964

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 2/8/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 12/20/88, Schedule # 03, dated 1/30/89 between Assignor as Lessor and LEASE ACCOUNT # 121889 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 2/8/89 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*Not subject to recordation tax.*

*2192*

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

*Bruce J. Winter*  
(Signature of Debtor)

Bruce J. Winter, Vice President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

*K.R. Adams*  
(Signature of Secured Party)

K.R. Adams  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*1/15*

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Diamond PC-AT, 640K, 40MEG Hard Drive, System #262
1 (one)	Diamond PC-XT Monochrome, Arcnet Card, System #261
3 (three)	Microscope Wild M3B optics carrier with 3 step magnification changer equipped for Mil Spec WS-653E on trapezoid base with Techni-Quip Fiber Optic Illuminator
1 (one)	Microscope Wild M3Z optics carrier with 3 steps Magnification changer dual observation for training Milspec WS-G536E with Techni-Quip Fiber Optic Illuminator Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

TransFinancial Leasing Corp.  
 BY: *Bruce J. Winter*  
 TITLE: Bruce J. Winter, Vice President

Societe Generale Financial Corporation  
 BY: *[Signature]*  
 TITLE: *[Signature]*



547 355

STATE OF MARYLAND

278005

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 34,500.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$ 241.50  
This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. & J. Contracting, Inc.  
Address 823 FAirview Ave. Linthicum Heights, MD 21090

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

J. & J. Contracting, Inc.

James W. Wood Pres  
(Signature of Debtor)

James W. Wood Pres  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

11-  
29150  
-50

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 6, 19 89 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford Chassis w/20 Ft. Body	1976	LN9000	W90KUC39271
One (1)	National Crane w/2500lb. capacity, 35' jib		566A	17181

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

J. & J. Contracting, Inc.

By: James W. Hoode Pres



547 357

Anne Arundel County #07540

STATE OF MARYLAND

278966

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,500.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$108.50.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.
Address 6520 Hanover Rd. Hanover, MD 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."



CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & S Faulkner, Inc.

Handwritten signature of Tirsio Martinez Pres

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Handwritten signature of Robert Heeneey

(Signature of Secured Party)

ROBERT HEENEY, ASST. VICE PRES.

Type or Print Above Signature on Above Line

17 108.50



banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST  
C & S Faulkner, Inc. (Seal)  
By *Tirso Martinez* (Signature)  
Secretary (Title)

STATE OF Maryland } ss  
COUNTY OF Anne Arundel }

Tirso Martinez being duly sworn, deposes and says  
President of C & S Faulkner, Inc.

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same
- 3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
NOTARY PUBLIC

*Tirso Martinez* (Signature)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ C & S Faulkner, Inc., who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written  
NOTARY PUBLIC (CAL 6777)

(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 18, 19 89 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford Cab & Chassis w/Reading Utility Body	1989	F-350	1FDKF37M6KNA75045
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

G & S Faulkner, Inc.

By: *Timothy M. ...*



AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>Custom Cable Connection 840 Kecountan Road Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland P.O. Box 17063 Baltimore, MD 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272065 Date 3-15-88, 1988  
 Record Reference book 524 page 358

6. Item No. \_\_\_\_\_ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Signet Bank Maryland has agreed to lend Custom Cable Connection, Inc. \$35,000 needed to fund accounts receivable.



RECEIVED  
 OCT 20 1989  
 REGISTERED  
 OFFICE OF THE CLERK  
 ANNE ARUNDEL COUNTY  
 BALTIMORE, MARYLAND

Dated this 11<sup>th</sup> day of October, 1989

DEBTOR: Custom Cable Connection SECURED PARTY: Signet Bank/Maryland

By: [Signature] (Title) Allen Via, President By: [Signature] (Title) Keith M. Dones, Assistant Vice President

UCC-5

185

RECEIVED  
OCT 20 1989

547-363

ANNE ARUNDEL COUNTY CHATEL

278967

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The Maryland State Department Of Assessments And Taxation.

Not Subject To Recording Tax Because The Security Interest Granted Herein Pertains To An Indemnity Deed Of Trust Recorded Among The Land Records of Anne Arundel County.

**FINANCING STATEMENT**  
(Maryland-U.C.C.-1)

ML

1. **DEBTOR:**

CALLISON & ASSOCIATES LIMITED  
PARTNERSHIP  
7451 Race Road  
Hanover, Maryland 21076  
Attention: George Robert Ruhl, III

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND  
25 South Charles Street, 12th Floor  
Baltimore, Maryland 21201  
Attention: Metropolitan Commercial  
Division, 101-560

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or

Page 1 of 4 Pages

205

units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

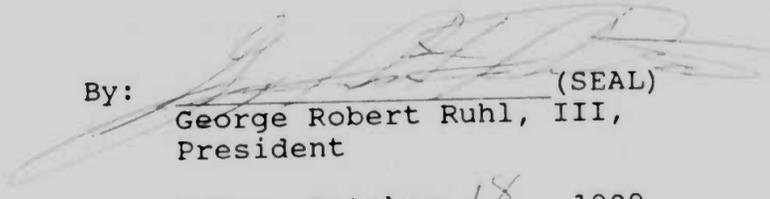
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Indemnity Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

547 366

DEBTOR:

CALLISON & ASSOCIATES LIMITED PARTNERSHIP,  
A Maryland Limited Partnership

By: Rulco, Inc.,  
A Maryland Corporation,  
General Partner

By:  (SEAL)  
George Robert Ruhl, III,  
President

Date: October 18, 1989

TO FILING OFFICER: After this Statement has been recorded, please  
return to:

Brian M. Sheahan  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BMS) 08718

Page 4 of 4 Pages

C:/BMS/8718.FS  
10/13/89

547 387

EXHIBIT A

BEGINNING for the same at a point on the northwest side of the Baltimore-Washington Expressway; said point of beginning being the same beginning point as in the conveyance from Maxwell Auslander to Auslander Decorator Furniture, Inc., by deed dated May 21, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2407, folio 554; thence leaving said Baltimore-Washington Expressway and running with the outline of the above mentioned conveyance to Auslander Decorator Furniture, Inc. property North 29 degrees 39 minutes 18 seconds West 455.56 feet to a point; thence running North 70 degrees 09 minutes 18 seconds West 137.90 feet to a point in the eastern side of Race road; thence running with the said eastern right-of-way line of Race Road, North 23 degrees 10 minutes 50 seconds East 155.80 feet to a point; thence leaving said Race Road and running South 69 degrees 05 minutes 00 seconds East 699.98 feet to a point in the above-mentioned northwestern right-of-way line of Baltimore-Washington Expressway; said point of beginning being further located southwesterly 3200 feet more or less, from Dorsey Road; thence running with the above-mentioned northwestern right-of-way line of the Baltimore-Washington Expressway, South 46 degrees 58 minutes 30 seconds West 492.54 feet to the place of beginning, containing 4.01 acres, more or less.

547 368  
278968



# Crestar Financing Statement

Print Or Type All Information

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

Number Of Sheets Attached 1

For collateral located in Maryland  
 Not Subject to Recordation Tax  
 Subject to Recordation Tax  
Principal Amount \$ 2500.00

To: SDAT  
Charter Office, Room 809  
301 West Preston Street  
Baltimore, MD 21201

Clerk of the Anne Arundel County Court.  
P.O. Box 71  
Annapolis, MD 21404

Form For Original Financing Statement And Subsequent Statements

A File Number will be stamped on the Original Financing Statement. The Secured Party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)



Name & mailing address of all Debtors, trade styles, etc. **No other name will be indexed.**  
Bay State Computers, Inc.  
Attn: David A. Slosman  
517 Benfield Road, Suite 202  
Severna Park, MD 21146

Check the box indicating the kind of statement.  
**Check only one box.**  
 ORIGINAL FINANCING STATEMENT  
 CONTINUATION—ORIGINAL STILL EFFECTIVE  
 AMENDMENT  
 ASSIGNMENT  
 PARTIAL RELEASE OF COLLATERAL  
 TERMINATION

Name & Address of Secured Party  
Crestar Bank  
515 King Street  
Alexandria, VA 22314

Name & Address of Assignee

Description of collateral covered by original financing statement  
All of debtor's accounts receivable, contract rights, general intangibles and assets more fully described in Schedule A attached hereto and incorporated herein by reference.

Products and Proceeds of the collateral are also covered.  
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into this jurisdiction from another jurisdiction.

Describe Real Estate if applicable: All of Debtor's accounts receivable, contract rights, general intangibles and assets more fully described in Schedule A attached hereto and incorporated herein by reference.

Debtor hereby grants Secured Party a security interest in the above described collateral.

Bay State Computers, Inc.  
Signature of Debtor if applicable (Date)  
David A. Slosman  
David A. Slosman - President

Crestar Bank  
Signature of Secured Party if applicable (Date)  
Robert Hill, Jr. - Vice President

CRE 002 (9/19/89) Distribution: Original-Central Filing Location, Copy 2-Circuit Court Duplicate, Copy 3-Debtor's Copy, Copy 4-Circuit Court Filing Copy, Copy 5-Central Filing Location, Copy 6-Secured Party's Copy

11 1750 80

Schedule A

- a. All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collective called "Receivables");
- b. All of Debtor's inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished under a contract for services, and raw materials, work in process and materials used or consumed in Debtor's business (collectively called "Inventory");
- c. All present and future State and/or Federal tax refunds due or to become due to Debtor;
- d. All furniture, fixtures, leasehold improvements, machinery, equipment, supplies inventory and all other chattels or the Debtor, now or hereafter used by the Debtor in conjunction with its business, located and/or installed at or about the premises known as **517 Benfield Road - Severna Park, MD 20018** or elsewhere, of every kind and description, whether tangible or intangible or whether now or hereafter existing, owned or acquired and proceeds, products and accessions of and to any thereof;
- e. All property, goods and chattels or the same classes as those described above, acquired by Debtor subsequent to the execution of this Agreement and prior to its termination;
- f. All cash and non-cash proceeds of the above; and
- g. All increases, substitutions, replacements, additions and accessions.

Bay State Computers, Inc.

Crestar Bank, N.A.

By: David A. Slosman  
David A. Slosman  
President

By: Robert Hill, Jr.  
Robert Hill, Jr.  
Vice President

Date: September 5, 1989

Date: September 18, 1989

STATE OF MARYLAND

547 PAGE 370

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277173

RECORDED IN LIBER 540 FOLIO 564 ON 5/3/89 (DATE)

1. DEBTOR

Name MAHER-ITEC, INC.

Address 6655 West Mill Road, Milwaukee, WI 53218

2. SECURED PARTY

Name Leasetec Corporation

Address 1401 Pearl Street

Boulder, CO 80302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:  XXX  
(Indicate whether amendment, termination, etc.)

TERMINATION

(ITEC #1) MLA #100, Schedule 16

(Ann Arundel)

Dated \_\_\_\_\_

Leasetec Corporation

(Signature of Secured Party)

Alex Merrell, Manager

Type or Print Above Name on Above Line

15

Anne Arundel Co.

547-371

11-50

Financing Statements filed in more than one county, therefore, taxes were paid to State \$363.00

Revised Dick 10/19/89

FINANCING STATEMENT

File No. 278969

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Waterbed Galleries by Stofberg Brothers, Inc. 2626 West Patapsco Avenue Baltimore, Maryland 21230</p> <p>See Below For Additional Addresses</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Commercial Collateral Dept.</p> <hr/> <p><b>Return to Secured Party</b></p>
--	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Retail Waterbed Sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. All of debtor's equipment, furniture and fixtures now owned or hereafter acquired.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 110,000.00

DEBTOR: Waterbed Galleries by Stofberg Brothers, Inc.

SECURED PARTY: SIGNET BANK/MARYLAND

By: Steven Ginsburg, Vice President  
(Type Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

October 18, 19 89  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.  
To be recorded with SDAT, AACo, Balto. Co., Balto. City and Carroll Co.

Additional Addresses/Store Locations as follows:

- 1) 2080 York Road, Timonium, MD 21093
- 2) Rt. 40 Village Shopping Center, 531 Jermor Lane, Westminster, MD 21157
- 3) 8112 Ritchie Hwy, Pasadena, MD 21122

RECEIVED

OCT 19 1989

11-50

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company  
Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company  
Address 41 South High Street, Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel Cty Sch 32

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

X Jeff Bauer  
(Signature of Debtor)

**Jeff Bauer, Manager**  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

Laurence I. Duncan AVP  
(Signature of Secured Party)

**Laurence I. Duncan Assistant Vice President**  
Type or Print Above Signature on Above Line

11-30

569924 6638 MR

547 373

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89101 Schedule No. 32

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	408922-			
	408925		(4)VIDEO LIGHTS(120.00)	480.00
	408970	TY01	TYPEWRITER	875.59
	408973	FAX3	FAX TRANSCEIVER	2033.50
	408954	TRAN	TRANSCRIBER	494.10
			TOTAL	\$3883.19

EQUIPMENT LOCATION:  
2500 RIVA ROAD SE  
ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
TAX DISTRICT 20 0002

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 547-374  
278371

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Doc's Roll-off Service LTD  
Address 116 Camrose Ave, Baltimore, MD 21225

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.  
Address 225 W. 34th Street  
New York, NY 10001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

4 Rudeco 30 c.y. roll-off containers, S/N 62444, 62447, 62279, 62280

2 Rudeco 30 c.y. roll-off containers, S/N 59573, 59574

Name and address of Assignee: \_\_\_\_\_

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Eva Hershman  
(Signature of Debtor)

EVA HERSHMAN, OWNER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks  
(Signature of Secured Party)

T. BANKS

Type or Print Above Signature on Above Line

18.50



ANNE ARONDEL 12-C

547 THE 375

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278972

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: MERCIER COMMUNICATIONS, INC.  
Address: 478 MANOR RD., ARNOLD, MD 21012

2. SECURED PARTY

Name: MIDLANTIC COMMERCIAL LEASING  
Address: 225 W. 34TH ST.  
NEW YORK, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

TW

VIBRATORY PLOW

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Thomas A. Mercier*  
\_\_\_\_\_  
(Signature of Debtor)

THOMAS A. MERCIER  
\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

*J. Banks*  
\_\_\_\_\_  
(Signature of Secured Party)

11/50

STATE OF MARYLAND

AA County 547-376

427 2335

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276608

RECORDED IN LIBER 538 FOLIO 580 ON March 10, 1989 (DATE)

1. DEBTOR

Name George M. King, Inc.  
Address 1790 Severn Chapel Road Millersville, MD 21108

2. SECURED PARTY

Name The Milton James Company  
Address 8411 Pulaski Highway Baltimore, MD 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Signet Bank/Maryland P.O. Box 22497 Baltimore, Maryland 21203</p>	



RECORDED  
INDEXED  
MAY 10 1989  
AA CO. CLERK COURT

THE MILTON JAMES COMPANY

Dated 10-18-89

William D. Rollinger, Jr.  
(Signature of Secured Party)

WILLIAM D. ROLLINGER, JR. CONTRACTOR  
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

547-377  
Identifying File No. 278973

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardaway Company, Inc.

Address P. O. Box 2327, Annapolis, Maryland 21404

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.

Address P. O. Box 420, Funkstown, Maryland 21734

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) Wacker Model W74A Vibratory Roller, \$10,100.00  
Serial No. 0615405349

TW

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Hardaway Company, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Valley Supply & Equipment Company, Inc.  
Type or Print Above Signature on Above Line

547 FILE 378

278974

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  
Hoffman-Green Leasing, Inc.  
6913 Ritchie Highway  
Glen Burnie, Maryland 21061

2 Secured Party(ies) and address(es)  
General Motors Acceptance Corp.  
7310 Ritchie Highway  
Glen Burnie, Maryland 21061

For Filing Officer (Date, Time, Number, and Filing Office)

TW

4 This financing statement covers the following types (or items) of property:

All machinery, equipment, furniture and other assets acquired by debtor to lease to third parties, now owned or hereafter acquired, and (i) all other additions, attachments, accessions, parts, replacements, substitutions and renewals thereof, wherever situated now owned or hereafter acquired, and (ii) all proceeds of the foregoing.

ASSIGNEE OF SECURED PARTY

Name

Address

Check  if covered:

Proceeds are also covered

Products of Collateral are also covered

No. of additional Sheets presented:

Hoffman-Green Leasing, Inc.

General Motors Acceptance Corporation

By Maury Wilkins (Signature(s) of Debtor(s))

By Janice I. Greenholt (Signature(s) of Secured Party(ies))

(1) FILING OFFICER COPY - ALPHABETICAL  
GMAC UCC-1 7/88

1150



STATE OF MARYLAND

547 379

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15211

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

278975

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2150.06

If this statement is to be recorded in land records check here.

This financing statement Dated 08/17/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DEBORAH L. SMITH

Address RT. 2 BOX 154-A CEDAR LANE GREENSBORO, MD. 21639

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

TW

*[Handwritten signature]*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Handwritten signature]*  
(Signature of Debtor)

DEBORAH L. SMITH  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten signature]*  
(Signature of Secured Party)

GIAN JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11 17.50 .50

517 380

TO BE RECORDED:

278976

- \_\_\_ Among the Land Records of Anne Arundel County
- X Among the Financing Statement Records of Anne Arundel County
- \_\_\_ Among the Records of the State Department of Assessments and Taxation of Maryland

1891924

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$625,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

RECORD FEE 18.00  
 POSTAGE .50  
 #593330 0237 R02 T14:18  
 10/25/89

INDEMNITY FINANCING STATEMENT

1. Indemnity Debtor: Address: H. EIRLE SCHAFER  
 AWS 450 Limited Partnership 160-A Defense Highway  
 Annapolis, Maryland 21401
2. Secured Parties:
  - a) Mercantile Mortgage Corporation 200 East Redwood Street  
 Baltimore, Maryland 21202
  - b) Mercantile-Safe Deposit and Trust Company Two Hopkins Plaza  
 Baltimore, Maryland 21201
3. Maturity Date of Obligation September 18, 1990
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or

1800 33

12/21

buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in an Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Indemnity Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by R. Doyle Graybarck to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

A W S 450 Limited Partnership

Secured Parties:

Mercantile Mortgage Corporation

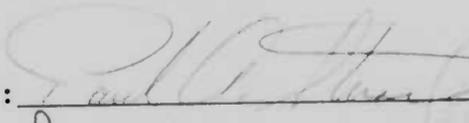
By: R. Doyle Graybarck  
R. Doyle Graybarck *general*  
General Partner *Partner*

By: Michael S. Cordes  
Michael S. Cordes  
Sr. Vice President



547-382

Mercantile-Safe Deposit and  
Trust Company

By:  (SEAL)

Paula A. Stuart, Vice President

Dated: September 19, 1989

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Laurence B. Raber, Esquire  
Reese and Carney  
10715 Charter Drive  
Columbia, MD 21043

LBR/dca  
42209/8599

EXHIBIT "A"

**BEGINNING** for the same at the end of the due South 1328.09 foot line of the conveyance from Anne E. D. Sellman to Harry R. Weakley and Emma T. Weakley, his wife, by deed dated Augut 16, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 140, folio 414, said point being in the base line of the survey established by W.C. Munroe in September 1921; and running from said beginning point with the outlines of said conveyance, due South 202 feet to the north side of the County Road as it was in 1921; thence with the same, North 75 degrees 40 feet West, 180.85 feet to a point, thence leaving said Road and running parallel to the first line of this description due North 158.5 feet to the aforementioned Base line; thence continuing the same course, due North 1864.97 feet to intersect the South 18 degrees East, 609.4 foot line of said conveyance; thence with part of said line, South 18 degrees East, 564.51 feet; thence due South 1328.09 feet to the place of beginning. Containing 7.14 acres, more or less. Being the eastern section of Lot No. 9 on a Plat entitled "Property as Subdivided for Miss Anne E. D. Sellman, near Camp Parole, Maryland," recorded in Plat Book No. 1, Page 30.

**BEING** the same lot or parcel of land which by Deed dated May 30, 1985 was granted and conveyed by Mary Sue Codd, surviving joint tenant of Carl F. Kaufman, deceased, Administration No. 21,807, as grantor, into AWS 450 Limited Partnership, a Maryland limited partnership, as grantee.

3:051:PS

ORIGINAL

517-384

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

XX Not subject to Recordation Tax. To Be Recorded in The Land Records  
(For Fixtures Only).  
Subject to Recordation Tax on prin-  
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor Address

C & M Associates, Inc. 3433 Ft. Meade Road  
Laurel, Maryland 20707

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland



to which this Statement should be delivered after it is recorded and from which addi-  
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-  
eral):

See attached "Schedule A" describing collateral.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-  
ing real estate: (Describe - include house number and street or block reference where  
applicable).

5. XX Proceeds) ) of the collateral are also specifically covered.  
Products)

Debtor Secured Party (Assignee)

C & M Associates, Inc. THE CITIZENS NATIONAL BANK

By: *Maria McCoy*  
Maria McCoy, President

By: *Donald E. Shaffrey*  
Donald E. Shaffrey  
Senior Vice President

By: *Clifford W. McCoy*  
Clifford W. McCoy, Vice President

By: .....

Type or print all names and  
titles under signatures.

Handwritten scribble or mark at the bottom of the page.

547-385

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.) Exhibit A

DESCRIPTION OF COLLATERAL

All accounts now owned and all accounts hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts.

All inventory now owned and all inventory hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts.

All contract rights now owned and all contract rights hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such contract rights.

All chattel paper now owned and all chattel paper hereafter acquired by Borrower and all proceeds (cash and non-cash) of such chattel paper.

All general intangibles now owned and all general intangibles hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such general intangibles.

WITNESS: \_\_\_\_\_ (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

ADDRESS: \_\_\_\_\_ (STREET)

\_\_\_\_\_  
(CITY, COUNTY, AND STATE)

(CORPORATE DEBTOR SIGN BELOW)

(SEAL)

Attest:

\_\_\_\_\_  
(SECRETARY)

C & M Associates, Inc.  
BY: *Maria McCoy*  
Maria McCoy, President  
By: *Clifford W. McCoy*  
Clifford W. McCoy, Vice President

547-386

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 251900 recorded in Liber 473, Folio 112 on 5/1/84 at AA County, MD Location

1. DEBTOR(S): Passport Yachts East, Inc.  
 ADDRESS(ES): 326 First Street, Suite 14  
Annapolis, MD 21403

2. SECURED PARTY: Horizon Creditcorp ATTENTION: \_\_\_\_\_  
 ADDRESS: 7 East Frederick Place  
Cedar Knolls, NJ 07923

2a. Person and address to whom Statement is to be mailed:  
 Maryland National Bank, Attention: A. Singh, Mailstop: 090159

Check mark below indicates the type and kind of Statement made hereby. (Check only one box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

DEBTOR(S): \_\_\_\_\_  
(Signature necessary only if item 6 is applicable)  
 BY: \_\_\_\_\_ (SEAL)  
 BY: \_\_\_\_\_ (SEAL)

SECURED PARTY: Horizon Creditcorp  
 BY: Cindy A. Bowlin, s.p. (SEAL)  
Cindy A Bowlin, AVP  
(Type Name and Title)

Type or print name of Debtor under each signature and, if signature is given other than in a personal capacity, type or print name and title of Debtor's authorized signer(s).

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2a above.

Case No. 14092

547-387

FINANCING

To be recorded in the Office of the Clerk  
of the Circuit Court of Anne Arundel County,  
Maryland - Mortgage Records

278973

FINANCING STATEMENT

Debtor: Trustees of The Asbury Town Neck  
United Methodist Church  
429 Baltimore - Annapolis Boulevard  
Severna Park, Maryland 21146

Secured Party: The Trust Company of America  
8101 West 34th Avenue  
Amarillo, Texas 79121



This financing statement covers all buildings, structures, open parking areas, fixtures, improvements, equipment, furniture, furnishings, goods, inventory and other personal property now or hereafter placed on or used in connection with the real property described in Exhibit "A" attached hereto and incorporated herein by reference, all plans and specifications with respect to any such improvements (the "Improvements"), all contracts and subcontracts relating to Improvements (including but not limited to all construction contracts, subcontracts and architects' agreements), all deposits (including but not limited to tenants' security deposits), funds, money, revenues, profits, collections, contributions, rents, leases, accounts, contract rights, instruments, documents, general intangibles (including but not limited to trademarks, service marks, trade names and symbols used in connection therewith), surveys, books, records, and notes or chattel paper now existing or hereafter arising from or by virtue of any transactions relating to the property described herein or otherwise from the operations of Debtor, all minerals, crops and timber now or hereafter situated on or under or removed from said real property, all permits, licenses, franchises, certificates, loan commitments, financing arrangements, guarantees, warranties, service and maintenance agreements and other rights and privileges now or hereafter obtained or appurtenant to the property described herein, all proceeds arising or to arise by virtue of the sale, lease or other disposition of all or any part of such property (consent to same not granted or implied hereby), all proceeds (including but not limited to premium refunds) payable or to be payable under each policy of insurance relating to such property, all awards or proceeds of any condemnation, eminent domain or similar proceeding or deed in lieu thereof, all appurtenances, servitudes, rights, ways, privileges, easements, prescriptions and advantages in any way now or hereafter thereunto belonging or appertaining, and all accessions, additions, replacements, substitutions, alterations, products,

13-

547-388

proceeds, rents, revenues, profits and offspring of, to, for or from any of the herein-described real or personal property. A portion of the collateral is or will be affixed to the above-described real property and constitutes fixtures. Debtor is the record owner of said real property.

DEBTOR:

TRUSTEES OF THE ASBURY TOWN NECK  
UNITED METHODIST CHURCH

By: Orien W. Glenn, Sr.  
ORIENT W. GLENN, Sr., Chairman  
of the Board of Trustees

And By: Joyce Ilean Jennings  
JOYCE ILEAN JENNINGS, Secretary  
of the Board of Trustees

SECURED PARTY:

THE TRUST COMPANY OF AMERICA

By: Kenneth P. Courtright  
KENNETH P. COURTRIGHT  
VICE CHAIRMAN AND CHIEF  
EXECUTIVE OFFICER

547 389

EXHIBIT "A"

All that piece or parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and being more particularly described as follows, that is to say:

BEGINNING at a point on the west side of the Old Boulevard to Annapolis at a pipe marking the southerly extremity on said Boulevard of the land owned by Vinton Jennings, thence bounding on said southerly boundary of the land owned by said Vinton Jennings south sixty-five degrees twenty-five minutes west two hundred feet to a point; thence south four degrees forty-eight minutes east one hundred feet to a point; thence north sixty-five degrees twenty-five minutes east two hundred feet, more or less, to meet the west side of the Old Boulevard to Annapolis north four degrees forty-eight minutes west one hundred feet more or less to the place of beginning.

BEING part of the tract of land owned by James S. Robinson, Jr., now deceased, near Robinson Station, Anne Arundel County, Maryland.

547 390

278979

TO BE RECORDED AMONG THE  
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 102,400.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR A.A. Co.

FINANCING STATEMENT

R G ASSOCIATES, INC.

399 Harbor Drive, Annapolis, Maryland 21403

1. Debtor(s)

RECORD FEE 11.00  
POSTAGE .50  
#593850 0237 R02 T16:20  
10/25/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

KEY FEDERAL SAVINGS BANK

2. Secured  
Party

7F GWYNNS HILL COURT, OWINGS HILLS, MARYLAND, 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

R G ASSOCIATES, INC.

BY

ROBERT A. GUURLINGER, President

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

1100  
1/80

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect to or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in ~~XXXXXX~~ attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED as Lot No. 23 according to a plat of Rosewood, a subdivision of lots of F. W. Bausum Property, Parole, made by J. R. McCrone, Jr., July 1949 and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-7, Plat 10 (now recorded in Plat Book 21, folio 44).

CROSS INDEXED

547 392

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493  
Identification No. 259713

Page No. 13  
Dated December 24, 1985

1. Debtor(s) { Robert C. Jackson & Mary E. Jackson  
Name or Names—Print or Type  
524 Newfield Road Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>



Dated: October 20, 1989

Sears, Roebuck and Company  
Name of Secured Party

*[Signature]*  
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

10-5

517-333

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 252200 recorded in  
Liber 473, Folio 524 on June 1, 1984 (Date).

1. DEBTOR(S):

Name(s) Francis M. Lephew and Joyce A. Lephew  
Address(es) 5149 Chalk Point Road, West River, Maryland 20881

2. SECURED PARTY:

Name Maryland Bank & Trust Company  
Address 21 Shangri La Drive, Lexington Park, Maryland 20653

Person and Address to whom Statement is to be returned if different from above.  
Subterranean Construction Company, Inc.  
1362 Marlboro Road, Lothian, Maryland 20711

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Subterranean Construction Company, Inc.  
1362 Marlboro Road  
Lothian, Maryland 20711

RECORD FEE 10.00  
POSTAGE .50  
#594020 C257 R02 T10:25  
10/26/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

9. SIGNATURES.

.....  
.....  
.....  
.....

SECURED PARTY

MARYLAND BANK & TRUST COMPANY  
By *Mark W. Miller*  
Mark W. Miller, Vice President  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

10 00

547 334

278330

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Northward Corporation  
Address: d/b/a Pasadena Rentals and Sales  
8004 Jumpers Hole Road  
Pasadena, Maryland 21122

2. Name of Secured Party: Annapolis Banking and Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404



RECORD FEE 12.00  
POSTAGE .50  
#594170 0237 R02 T10:45  
10/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
See Attachment, Schedule A

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor(s):

Secured Party:

Northward Corporation  
d/b/a Pasadena Rentals and Sales  
By: *[Signature]*  
Reese W. Diggs, Jr., President

Annapolis Banking and Trust Co.  
(Type Name of Dealership)

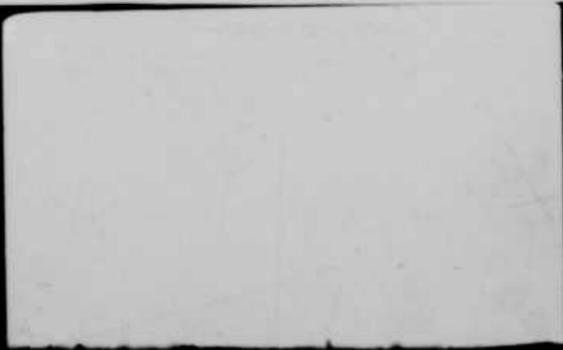
By: *[Signature]*  
(Authorized Signature)

William A. Busik, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1200



547-395

"SCHEDULE A"

All present and future goods, inventory, equipment and vehicles including, without limitation, tools, appliances, vehicles and construction, industrial, medical, party, and office machinery and equipment, including new and used and received as trade-in, and all attachments and accessories and all proceeds of the foregoing, including but not limited to accounts, contract rights, chattel paper, general intangibles, instruments, documents of title arising out of sales, lease or other disposition of the foregoing collateral.

TO BE

RECORDED IN  
Land Records

SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 105,000.00

NOT TO BE

NOT SUBJECT TO

547 396

278951

FINANCING STATEMENT

1. Debtor(s);  
(Borrower)

South County Residential Projects, Inc.  
Name or Names - Print or Type

251 West Street Annapolis (Anne Arundel Co.) Maryland 21401  
Address - Street No., City-County State Zip Code

\_\_\_\_\_  
Name or Names - Print or Type

\_\_\_\_\_  
Address - Street No., City-County State Zip Code

2. Secured Party:

Community Development Administration  
Name or Names - Print or Type

45 Calvert Street Annapolis Anne Arundel Co. Maryland 21401  
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE EXHIBIT B

4. If above described personal property is to be affixed to real property, describe real property.

SEE EXHIBIT A

5. If collateral is crops, describe real estate.

N/A

TW  
RECORDING FEE 13.00  
POSTAGE .50  
RECORDED BOOK NO. 114152  
10/26/89  
H. LITTLE SCHAFER

6. Proceeds of collateral  are \_\_\_\_\_ are not covered.

7. Products of collateral  are \_\_\_\_\_ are not covered.

DEBTOR(s): South County Residential  
(Borrower) Projects, Inc.

SECURED PARTY: Community Development Administration

BY: *Randolph Cherry*  
(Signature of Debtor)

Randolph Cherry, President  
Type or Print

\_\_\_\_\_  
(Company, if applicable)

\_\_\_\_\_  
(Signature of Debtor)

BY: *Frank W. Beau II*  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Homeownership Programs, CDA  
45 Calvert Street  
Annapolis, Maryland 21401  
ATTN: Mr. Archie Shaw

B<sup>00</sup><sub>30</sub>

EXHIBIT A

Description of Property

Property No. 1.

**BEING ALL** those lots of ground and premises known as lots number 790 - 791 - 792 of Patapsco Park, as shown in Plat Book 12, folio No. 8, and recorded among the Land Records of Anne Arundel County.

Property being known as 242 Bolivar Avenue.

Property No. 2.

**BEING KNOWN AND DESIGNATED** as Lot No. 38R in Block 17, as shown on a Plat of Re-Subdivision of Lots 33-48 and part of Lots 19-24, Block 17, Pasadena, which plat is recorded among the Land Records of Anne Arundel County in Liber 3612, folio 476.

Property being known as 108 Linden Avenue.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust.

P. L. T.  
413 Crown Hwy  
G. S. Md. 21061

MMT/10-23-89  
9252Q

547-339

278952

- To be recorded  
(1) in the Land Records  
of Anne Arundel County;  
(2) in the Financing Statement  
Records of Anne Arundel  
County;  
(3) with the State Department of  
Assessments and Taxation
- Not Subject to Recordation Tax  
Principal amount is \$ \_\_\_\_\_

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtors: Mailing Addresses of Debtors:
- (a) BORGESE, INC., a corporation organized and existing under the law of Maryland  
Number 3  
1610 Annapolis Road  
Odenton, Maryland 21113
- (b) MICHAEL ALAN BORGESE  
500 Mayo Road  
Edgewater, Maryland 21037
2. Secured Party: Address of Secured Party:
- STERLING BANK & TRUST CO.,  
a banking corporation organized and existing under the law of Maryland,  
111 Water Street  
Baltimore, Maryland 21202
3. This Financing Statement covers all of the right, title and interest of any of the Debtors in and to

3.1. All chattels, furniture, fixtures, building materials, fittings, furnishings, appliances, apparatus, equipment, machinery and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in the land which is described in Exhibit A hereto or any part thereof and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all trade and other equipment, appliances and fixtures, all heating, lighting, laundry, clothes washing,

JASL

clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits, security deposits, proceeds of insurance and other income of and from the said land and other collateral, and all present and future accounts, contract rights, permits, licenses (including without limitation liquor licenses), general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith given by the Debtors to Arthur L. Silbur and Patricia A. Jenkins, trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtors to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said Deed of Trust and Security Agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtors' Note dated October 26, 1988, modified by agreement of even date herewith, evidencing the Debtors' debt to the Secured Party. The Debtors and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtors' performance of its obligations under the

MMT/10-23-89  
9252Q

547 401

provisions of such Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

WITNESS or ATTEST:

BORGESE, INC., a corporation organized and existing under the law of Maryland,

*M. Koenig*

By: *Michael Alan Borge* (SEAL)  
Name: Michael Alan Borge  
Title: President

*M. Koenig*

*Michael Alan Borge* (SEAL)  
MICHAEL ALAN BORGESE

THE DEBTORS

Date: October \_\_, 1989

[After filing, please return to M. Melinda Thompson, Esquire, Frank, Bernstein, Conaway & Goldman, Suite 700, American City Building, Columbia, Maryland 21044.]

*A*

547 402  
EXHIBIT A

PARCEL I

Beginning for the same at a concrete monument found, said monument being at the same beginning point as described in the conveyance from John Milton Sinsheimer to Thomas E. Collison and Etta May Collison, his wife, by deed dated March 5, 1937 and recorded among the Land Records of Anne Arundel County, Maryland in FAM 160, page 287;

THENCE running from said beginning point so fixed and running with part of the first line of the above mentioned conveyance with bearings referred to magnetic north of 1946 and as described in the conveyance from Thoms Edward Collison and Etta May Collison, his wife, to Thomas Edward Collison, Jr., and Eleanor J. Collison, his wife, by deed dated August 31, 1947 and recorded among the said Land Records in JHH 380, page 288, South 45 degrees, 20 minutes East 165.73 feet to a pipe found at the end of the North 58 degrees 37 minutes 30 seconds east 180.55 foot line of the conveyance from John R. Collison and Thomas E. Collison, Jr., personal representatives of the Estate of Etta May Collison to Thomas E. Collison, Jr., and Eleanor J. Collison, his wife, by deed dated May 13, 1975 and recorded among said Land Records in Liber 2754, page 773;

THENCE running with said last mentioned line reversely South 58 degrees 37 minutes 30 seconds West 180.55 feet to a pipe found at the beginning of said line;

THENCE still with the said outlines of said last mentioned conveyance South 21 degrees 57 minutes East 214.21 feet to a pipe found on the Northeast side of Mayo Road, Maryland Route #214;

THENCE running with the northeast side of Mayo Road and with the arc of a curve to the right which has a radius of 1273 feet and a chord of North 44 degrees 33 minutes West 284.94 feet for an arc distance of 285.50 feet to a pipe found;

THENCE leaving Mayo Road and running with the last line of the above mentioned conveyance from Sinsheimer to Collison, in FAM 160, page 287, and as now surveyed North 37 degrees 07 minutes 40 seconds East 258.59 feet to the Place of Beginning;

CONTAINING .92 ACRES AND AS SURVEYED BY J.R. MCCRONE, JR., INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS;

Being the same property which was conveyed by John R. Collison to Adeline G. Mangano, by Deed dated April 29, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2954, folio 253.

PARCEL II

BEGINNING for the same at an iron pipe found at the same beginning point as in the conveyance from Thomas Edward Collison and Etta May Collison, his wife, to Thomas Edward Collison, Jr., and Eleanor J. Collison, his wife, by deed dated August 31, 1946 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 380, page 288; said point

being further located in the first line of the conveyance from John Milton Sinsheimer, single, to Thomas E. Collison and Etta May Collison, his wife, by deed dated March 5, 1937, and recorded among the said Land Records in Liber FAM 160, page 287; said point being still further located South 45 degrees, 20 minutes East 185.73 feet from a concrete monument found at the beginning of the said first line of the conveyance recorded in Liber FAM 160, page 287;

THENCE running from said beginning point so fixed and running through the second mentioned conveyance (recorded in Liber FAM 160, page 287), and running with the North 17 degrees 37 minutes East 245.00 foot line and the North 17 degrees 37 minutes East 133.25 foot line of the above mentioned conveyance recorded in Liber JHH 380, page 288, reversely, as now found South 17 degrees 35 minutes West 292.29 feet to an iron pipe found on the North side of Maryland Route 214 and at the beginning of the said North 17 degrees 37 minutes East 113.25 foot line of the conveyance recorded in Liber JHH 380, page 288;

THENCE leaving the above mentioned conveyance recorded in Liber JHH 380, page 288, and continuing through the above mentioned conveyance recorded in Liber FAM 160, page 287, and leaving said Maryland Route 214, North 21 degrees 57 minutes West 214.21 feet to an iron pipe set, and North 58 degrees 37 minutes 20 seconds East 180.55 feet to an iron pipe set in the above mentioned first line of the said conveyance recorded in Liber FAM 160, page 287;

THENCE with part of said line and with bearings corrected from magnetic differences, South 45 degrees 20 minutes East 20.0 feet to the place of beginning.

CONTAINING .50 ACRES, MORE OR LESS, AS SURVEYED BY J.R. MCCRONE, JR., INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, IN MARCH, 1975.

Being the same property which was conveyed from Thomas E. Collison, Jr., and Eleanor J. Collison, his wife, to Adeline G. Mangano, by Deed dated April 29, 1977 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 3012, folio 190 and as further described in a confirmatory deed dated 15 March, 1978 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 3073, folio 791.

Subject to a right of way reserved unto certain prior grantors, their heirs, personal representatives and assigns as set forth in the aforementioned confirmatory deed dated 15 March 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3073, folio 791, as further described in a plat of said right of way recorded at Liber 3606, folio 401.

547 404

278003

1891834

INDEMNITY  
FINANCING STATEMENT

TO BE RECORDED AMONG  
THE FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Gateway International Limited Partnership  
1302 Concourse Drive  
Suite 202  
Linthicum, Maryland 21090
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland  
110 South Paca Street  
Baltimore, Maryland 21201  
Attn: Commercial Real Estate Division 109-900

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance

15

of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Patricia A. Brian and Anna M. Marcellino, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

547 406

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. Four (4), in the subdivision known as "LOTS 3, 4 & REVISED LOT 2-R, GATEWAY INTERNATIONAL", as per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland, in Plat Book 104, pages 14 and 15.

TOGETHER WITH AND SUBJECT TO the terms, conditions, rights, privileges, easements, restrictions, benefits and burdens as stated in that certain "Declaration of Easements" by Gateway International Limited Partnership, et. al., dated September 22, 1989 and recorded October 2<sup>4</sup>, 1989 among the Land Records of Anne Arundel County in Liber 4955, folio 382.

547-407

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

GATEWAY INTERNATIONAL LIMITED PARTNERSHIP

By: BTR Gateway, Inc.,  
General Partner

By: F. Patrick Hughes (SEAL)

SR. VICE PRESIDENT F. Patrick Hughes

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

547 408

278981

FINANCING STATEMENT

Not subject to recordation tax

11-30,000.00

1. Name of Debtor(s): Ferguson Trenching Company, Inc.  
Address: 123 Revell Highway  
Annapolis, Maryland 21404

2. Name of Secured Party: Annapolis Banking and Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
1989 580K Case Backhoe Serial #JJ0021246

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

TW

RECORD FEE 11.00  
RECORD TAX 211.00  
POSTAGE .50  
RECORDED 12/15/89 11:01AM  
12/27/89  
BY: [Signature]  
AN CO. CREDIT DEPT

Debtor(s):  
Ferguson Trenching Co., Inc.

Secured Party:  
Annapolis Banking and Trust Company  
(Type Name of Dealership)

By: [Signature] VP

By: [Signature]  
(Authorized Signature)

Thomas G. McCauley, Jr., Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

115  
210

STATE OF MARYLAND

547 409

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 439220 (AA Co. Circuit Court)

RECORDED IN LIBER 545 FOLIO 119 ON 8/22/89 (DATE)

1. DEBTOR

Name The Magnet Wire Company  
Address 2615 East Hwy. 146, LaGrange, Kentucky 40031

2. SECURED PARTY

Name GLENFED Financial Corporation  
Address 104 Carnegie Center, Princeton, New Jersey 08540

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Termination

The secured party certifies that it no longer claims a security interest in the financing statement bearing the file number shown above.

GLENFED Financial Corporation

Dated 9/11/89

*Michael T. Concannon*  
(Signature of Secured Party)

Michael T. Concannon, V.P.  
Type or Print Above Name on Above Line

(Print or Type Name)

(Print or Type Name)

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s

576509 4547LD

547 410

278935

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$6,734.72
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Wayne Good, T/A Good Architecture  
 \_\_\_\_\_  
 (Name)  
309 Third Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn. Samuel Bayne  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

Computer Equipment  
 Mac II CX 1MB s/n F9360TP  
 2MB Memory Kits  
 GCC 80MB Internal Hard Disk s/n 9001079  
 E-Machines T-16 Color Monitor M012375  
 Mac Extended Keyboard



RECORD Fee  
 RECORD Fee  
 POSTAGE  
 RECORD Fee  
 RECORD Fee

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Wayne Good, T/A Good Architecture</u> (Seal)	_____ (Seal)
(Seal)	_____ (Seal)
_____ (Signature)	_____ (Signature)
<u>Wayne L. Good</u>	_____
(Print or Type Name)	(Print or Type Name)

12  
99  
-S

547 411

278936

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

ROBERT C. HAHN

Mailing Address

909 PT PLEASANT RD.  
GLEN BURNIE MD  
21061

SECURED PARTY (Dealer)

Chesapeake Mobile Homes Inc.  
PO Box 288  
Millersville Md  
21108

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203



1. This financing statement covers the following types (or items) of property (the collateral).  
1982 WINDSOR 14X70 SERIAL 14821
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

Robert C Hahn  
ROBERT C. HAHN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

BY: Sat Lloyd  
THE BANK OF BALTIMORE

**Note:** The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and CHESAPEAKE MOBILE HOMES which has been assigned to The Bank of Baltimore.

1/50

547 412

278957

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Cunningham Excavating, Inc.  
Address P.O. Box 1073 Crownsville, MD 21032

2. SECURED PARTY

Name Morbark North Carolina, Inc.  
Address P.O. Box 61097 Raleigh, N.C. 27661  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

TW

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Cunningham Excavating, Inc.

James Cunningham  
(Signature of Debtor)

Pres James Cunningham,  
Type or Print Above Name on Above Line Pres

(Signature of Debtor)

Type or Print Above Signature on Above Line

Morbark North Carolina, Inc.

H.D. Smith Pres  
(Signature of Secured Party)

H.D. Smith, Pres  
Type or Print Above Signature on Above Line

175

CONDITIONAL SALE CONTRACT NOTE

TO: Morbark North Carolina, Inc. FROM: Cunningham Excavating, Inc.
P.O. Box 61097 Raleigh, N.C. 27661 P.O. Box 1073 Crownsville, MD 21032

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$202,697.20, (2) Less DOWN PAYMENT in Cash \$20,000.00, (3) Less DOWN PAYMENT IN GOODS \$-0-, (4) CONTRACT PRICE (Time Balance) \$182,697.20.

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called

"Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint.

the sum of One hundred eighty two thousand six hundred ninety seven and 20/100 Dollars (\$182,697.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 20th day

of November 19 89, and continuing on the same date each month thereafter until paid; the first \*\* installments each being in the amount of

\$ \*\* and the final installment being in the amount of \$ \*\* with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance

after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum

(20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice

of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily

or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby

expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and

all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release

Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the

property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse,

abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in

Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other

person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to

be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire,

theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest

may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably

appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or

damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further

acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any

assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any

jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment,

machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which

Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to

Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior

written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and

conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy,

receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or

misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest,

collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 19, 19 89 BUYER(S)-MAKER(S): (SEAL)

Accepted: Morbark North Carolina, Inc. (SEAL) Cunningham Excavating, Inc. (Print Name of Buyer-Maker Here)

By: H.O. Senior PRES By: James Cunningham (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

\_\_\_\_\_  
(L.S.)

(Guarantor-Endorser) (Guarantor-Endorser) (L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona-fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

\_\_\_\_\_  
(Witness)

\*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

547 415

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to <sup>\*</sup>First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 19, 1989 between Morbank North Carolina, Inc. as Seller/Lessor/Mortgagee and Cunningham Excavating, Inc. P.O. Box 1073 Crownsville, MD 21032 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 182,697.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 19th day of October, 19 89

Morbank North Carolina, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By H. J. [Signature] PRES.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

517 416

278993

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 10-24-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles E. Blake Contractors, Inc.

Address 2528 Mountain Road, Suite 201, Pasadena, Md. 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.

Address 1805 Cherry Hill Road

Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Melroe Bobcat Loader Model 743 S/N 5019-48765

(1) Beck Trailer Model EL19 S/N 44BH67022KL004416

60" Bucket w/teeth and Flotation Tires

THIS COVERS A CONDITIONAL SALES CONTRACT.

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Charles E. Blake  
(Signature of Debtor)

Charles E. Blake, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

ASSIGNEE

Clark Credit Company  
500 Circle Drive  
Buchanan, Michigan 49107

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison  
(Signature of Secured Party)

Wilmer S. Davison, President

\_\_\_\_\_  
Type or Print Above Name on Above Line

11/5

547 417

78009

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Die-A-Matic, Inc.  
Address 101B Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name RG Industries, Inc.  
Address 258 W. Market Street, York, PA 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL DEBTOR'S, RIGHTS, TITLE, AND INTERESTS, WHETHER NOW OR HEREAFTER ARISING OR ACQUIRED, INCLUDING HIS INVENTORY (WHOLESALE, RETAIL OR REPOSSESSED GOODS), ACCOUNTS, OPEN ACCOUNTS, GENERAL INTANGIBLES, DOCUMENTS, CHITEL, NOTES, INSTRUMENTS, DEBITS, LETTERS OF CREDIT, RECEIVABLES, OTHER RIGHTS, CLAIMS TO GOODS, FIXTURES AND EQUIPMENT, ALL RIGHTS AND CLAIMS AND NON-CONTRACTUAL RIGHTS AND INTERESTS, INCLUDING THE PROCEEDS AND PROFITS FROM THE SALE OF SUCH RIGHTS, CLAIMS, RIGHTS, BENEFITS AND PRIVILEGES RELATING HERETO.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

101B Holsum Way, Glen Burnie, MD 21061  
Book \_\_\_\_\_ Page \_\_\_\_\_ for Anne Arundel County

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Die-A-Matic, Inc.

Randall A. Gross  
(Signature of Debtor)

Randall A. Gross-President  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RG Industries, Inc.

X Randall A. Gross  
(Signature of Secured Party)

Randall A. Gross/President  
Type or Print Above Name on Above Line

1/52

517 418

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Instrumentation, Inc.
Address 101A Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name RG Industries, Inc.
Address 258 W. Market Street, York, PA 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL DEBTOR'S, RIGHT, TITLE, AND INTEREST, WHETHER NOW OR HERETOFORE EXISTING OR ACQUIRED, IN AND TO ALL INVENTORY (INCLUDING RETURNED OR UNPOSSESSED GOODS), ACCOUNTS, OPEN ACCOUNTS, GENERAL INTANGIBLES, DOCUMENTS, CHATTEL PAPER, INSTRUMENTS, NOTES, DRAFTS, LETTERS OR RECEIVES OR CREDIT, RECEIVABLES, OTHER AMOUNTS OWING TO DEBTOR, FIXTURES AND EQUIPMENT, ALL PRODUCTS AND CASH AND NON-CASH PROCEEDS (INCLUDING INSURANCE POLICIES AND PROCEEDS) OF THE FOREGOING AND ALL WARRANTIES, CLAIMS, RIGHTS, REMEDIES AND PRIVILEGES RELATING THERE TO.

\*NOT SUBJECT TO RECORDATION TAX\*

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

101A Holsum Way, Glen Burnie, MD 21061
Book Page for Anne Arundel County

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mid-Atlantic Instrumentation, Inc.

(Signature of Debtor)
Randall A. Gross-President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RG Industries, Inc.

(Signature of Secured Party)
Randall A. Gross-President

Type or Print Above Name on Above Line

1/5

AR 130

502

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547-419

278330

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARINC RESEARCH CORPORATION  
Address 2551 RIVA ROAD ANNAPOLIS, MD 21401

2. SECURED PARTY

Name ARBOR FINANCIAL SERVICES, INC.  
Address 2006 HOGBACK ROAD, SUITE #7 ANN ARBOR, MI 48105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

ARBOR FINANCIAL SERVICES, INC.  
2006 Hogback Rd., Suite #7---Ann Arbor, MI 48105

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

2 (TWO) INTEL ABOVE BOARD MEMORY UPGRADE KITS

Name and address of Assignee  


"This transaction is a lease on equipment complete with all present and future attachments, accessories, replacements, equipment, additions, all proceeds thereof, and is not intended by the parties as a security transaction. Filing is only intended to make the lease a matter of public record."

Lease # 5012

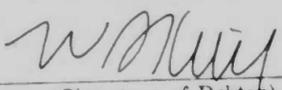
"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)



Manager, Purchasing--Contracts

(Signature of Debtor) W.A. Kiehl

ARINC RESEARCH CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

ROBERT A. SHAW, PRESIDENT  
ARBOR FINANCIAL SERVICES, INC.

Type or Print Above Signature on Above Line

1150

RECORD FEE 11.00  
#494220 0777 R03 110421  
10/27/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .50  
#494230 0777 R03 110421  
10/27/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

547 420

278331

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
doe tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
to land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Anderson, Henry S. T/A AR & B Construction  
Address 1710 St. Margarets Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy. 450 & 178 Annapolis, MD 21401  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 14.00  
POSTAGE .50  
#494260 0777 R03 110424  
10/27/89

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry S. Anderson T/A AR & B Construction

Henry S. Anderson T/A AR & B Construction  
(Signature of Debtor)

Henry S. Anderson T/A AR & B Construction  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]  
(Signature of Secured Party)

Thse H. Fung  
Type or Print Above Signature on Above Line

1950

SD

CONDITIONAL SALE CONTRACT NOTE

547 421

TO: Baldwin Service Center, Inc. ("Seller") FROM: Henry S. Anderson T/A AR & B Construction ("Buyer")  
Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller) 1710 St. Margarets Road Annapolis, MD 21401 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): <b>One (1) JCB Model 3CX Sitemaster Loader Backhoe S/N 342400</b>	(1) TIME SALES PRICE .....	\$ 55,451.00
	(2) Less DOWN PAYMENT in Cash .....	\$ 5,600.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 49,851.00
*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.		
Record Owner of Real Estate: _____		

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
1710 St. Margarets Road (Street and Number) Annapolis (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty nine thousand eight hundred fifty one and 00/100 \*\*\*\*\* Dollars (\$ 49,851.00) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 23rd day of November, 19 89, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,384.75 and the final installment being in the amount of \$ 1,384.75 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 20, 19 89 BUYER(S)-MAKER(S):  
 Accepted: Baldwin Service Center, Inc. (SEAL) Henry S. Anderson T/A AR & B Construction (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] Henry S. Anderson T/A AR & B Construction  
 (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)  
 (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

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ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREOF EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements herein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 20, 19 89

**Baldwin Service Center, Inc.** (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature)

Signature  
of  
Seller

By: [Signature]  
(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

547 423

STATE OF MARYLAND

278992

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wentz, Robert T/A Bowen & Wentz Excavating  
Address 1417 Bayhead Rd. Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

Orix Credit Alliance, Inc. 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY  
Orix Credit Alliance, Inc.  
500 DiGiulian Blvd.  
P.O. Box 1680  
Glen Burnie, MD 21061

RECORD FEE 14.00  
POSTAGE .50  
4494270 CTTT R03 110:25  
10/27/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert Wentz  
(Signature of Debtor)

ROBERT-WENTZ ZWIER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]  
(Signature of Secured Party)

Thse U. Fink  
Type or Print Above Signature on Above Line

1450

SD

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Robert Wentz T/A Bowen & Wentz Excavating
Defense Hwy. 450 & 178 Annapolis, MD 21401 1417 Bayhead Rd. Annapolis, MD 21401

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial terms. Includes items like (1) TIME SALES PRICE \$56,638.00, (2) Less DOWN PAYMENT In Cash \$-0-, (3) Less DOWN PAYMENT IN GOODS \$7,800.00, and (4) CONTRACT PRICE (Time Balance) \$48,838.00.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1417 Bayhead Rd. Annapolis Anne Arundel MD

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty nine thousand one hundred seventy eight and 25/100 Dollars (\$ 49,178.25) being the above indicated Contract Price (hereinafter called the "time balance") in 45 XXXXXXXX monthly installments, commencing on the 23rd day of November 1989, and continuing on the same date each month thereafter until paid; the first 44 installments each being in the amount of \$ 1,092.85 and the final installment being in the amount of \$ 1,092.85 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment, endorsement of this contract note, and upon such assignment endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 20, 19 89 BUYER(S)-MAKER(S):
Accepted: Baldwin Service Center, Inc. (SEAL) Robert Wentz T/A Bowen & Wentz Excavating (SEAL)
By: [Signature] Secy-Treas. By: [Signature] Co-Buyer-Maker (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
By:
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

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ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and, or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.) (Guarantor-Endorser) (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 20, 19 89 Baldwin Service Center, Inc. (SEAL) Signature of Seller  
(Corporate, Partnership or Trade Name or Individual Signature)  
By: [Signature]  
(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

Anne Arundel County, MD  
**FINANCING STATEMENT**

547-426

Not subject to recordation tax  
 Subject to recordation tax on 2,000 principal amount of \$.....

1. Name of Debtor(s): Sajar, Inc.  
Address: 118 Main St.  
Annapolis, MD 21401

278993

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Coleridge Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property  
Equipment All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever. Furniture, Fixtures and Leasehold Improvements.

4. Check the statements which apply, if any, and supply the information indicated. All of the Furniture, Fixtures and Leasehold Improvements of the Debtor, of every type and description, wherever located, including all present and future replacements, substitutions, additions, attachments and accessions, and the proceeds and products thereof in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE 1.00  
BAYBERRY CITY MD 21026  
10/27/89  
H. ERLE SCHAFER  
HA CO. CIRCUIT COURT



Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): Sajar, Inc.  
Ronald H. Reis  
.....  
Ronald H. Reis, VP  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: C. Alan Jefferson  
.....  
C. Alan Jefferson, Sr. Br. Officer  
.....  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1500  
1950

547 427

SCHEDULE

Furniture, Fixtures and Leasehold Improvements. All of the Furniture, Fixtures and Leasehold Improvements of the Debtor, of every type and description, wherever located, including all present and future replacements, substitutions, additions, attachments and accessions, and the proceeds and products thereof in any form whatsoever.

RR

547 428

278934

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. 350,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated October 6, 1989 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dixie Printing and Packaging Corporation

Address P.O. Box 820, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Company

Address 2 Hopkins Plaza, 2nd Floor, Baltimore, Maryland 21201

Mark G. Pohlhaus, Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property; (list)

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures and other personal property of the Debtor together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

TW RECORD FEE 11.00  
RECORD TAX 24.50  
RECORD TAX 2425.20  
POSTAGE .50  
11/17/89 11/10/89  
H. ERLE SCHAFER  
AR CO. CIRCUIT COURT  
RECORD TAX .50  
11/17/89 11/10/89  
H. ERLE SCHAFER  
AR CO. CIRCUIT COURT

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) \_\_\_\_\_

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) \_\_\_\_\_

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dixie Printing and Packaging Corp.

[Signature]

(Signature of Debtor)

Arthur N. Morris, III, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mercantile Safe Deposit & Trust Co.

[Signature]

(Signature of Secured Party)

Mark G. Pohlhaus, Vice President

Type or Print Above Signature on Above Line

CC-14-440065

Mercantile Safe Deposit & Trust Co.  
2 Hopkins Plaza  
Commercial Loan Dept., 5th Floor  
Baltimore, Md. 21201  
ATTN: Esther Dalton

11  
2450  
50

STATE OF MARYLAND

517-429

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272844

RECORDED IN LIBER 527 FOLIO 39 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	

RECORD FEE 10.00  
POSTAGE 1.00  
M. ERLE SCHAEFER  
AN ANNE ARUNDEL COUNTY COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated October 18, 1989

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

1550

1375  
PART #2

547-430

EQUIPMENT LIST

- (1) National 556A Diesel Crane 100' of boom (VIN) W90KUC39271 #13151955
- (1) '77 GMC 16' Van/Dump Body Diesel (VIN) TCE677V573456 #11784301
- (1) '74 Dodge Van Long Body (VIN) B38BE4x105422 #4694907
- (1) '80 Chevy Pickup/Dump Body 3/4 ton (VIN) CKT24A1128004 #83995810
- (1) '77 VW Rabbit 4/door Diesel (VIN) 1773429115 #118066735
- (1) '86 Brush Bandit Chipper w/diesel engine (679) s/n 44167255
- (1) '76 Asplund Brush Chipper (F300)
- (1) 2460 Vermeer Stump Grinder (329a)
- (1) 630a Vermeer Stump Grinder (2655)
- (1) LS200 Vermeer Long Splitter (1401)
- (1) 064 Stihl Chain Saw w/25" bar
- (3) 051 Stihl Chain Saws w/24" bars
- (4) 44 Husqueverna Chain Saws w/14" bars
- (5) XL Polan Chain Saws w/14" bars
- (1) Gravely Tractor (16HP) (L783406818)
- (1) Otis Fork Truck 2000 lbs (L1887889-87514)
- (1) 4000 lbs Tow Motor - T40 model
- (1) 33' Tri/Axle Flatbed Trailer (VIN) AC125792MD #8050671

STATE OF MARYLAND

547 431

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252612

RECORDED IN LIBER 474 FOLIO 534 ON July 18, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste.200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	



JUSTICE  
27 OCT 1989  
20/21/89  
H. DAN SCHWARTZ  
MAY 10 1989

Dated October 17, 1989

Irvington Federal Savings & Loan Assn  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

A.A. COUNTY

157

1088  
114ERS

547 432

EQUIPMENT

- 1 (One) Contractor I Estimating Computer System S/N 1713 with
- 1 (One) Centronics Printer
- 1 (One) Custom Keyboard S/N 2497
- 1 (One) Standard Keyboard S/N 2766

STATE OF MARYLAND

547-433

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255218

RECORDED IN LIBER 481 FOLIO 412 ON Jan. 15, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.

Address The Steffey Bldg., Ste.200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	

Dated October 17, 1989

Irvington Federal Savings & Loan Assn

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

18

1117  
Boyer

547 434

Equipment

1 (One) Bidmaster L. Estimating System S/N 72496 with

1 (One) Estimating Terminal II S/N T01118

1 (One) Overly Keyboard S/N 3807

STATE OF MARYLAND

517-435

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254760

RECORDED IN LIBER 480 FOLIO 123 ON Nov. 30, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>SEE ATTACHED EQUIPMENT LIST.....</p>	

72

Dated October 18, 1989

Irvington Federal Savings & Loan Assn

*Susan L. Thompson*

(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County

18

1105  
PL. 545.

547 436

EQUIPMENT

- 1 (One) Bidmaster I Estimating System S/N 71537 with
- 1 (One) Terminal S/N T01068
- 1 (One) Overlay Keyboard S/N 3734
- 1 (One) Okidata 84 Printer S/N 42-154821

STATE OF MARYLAND

547 437

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257684

RECORDED IN LIBER 487 FOLIO 442 ON Jul 30, 1985 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste.200-B, 407 Crain Hwy.,Glen Burnie,Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Road
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes text 'SEE ATTACHED EQUIPMENT LIST.....' and a circular stamp with 'TW'.

CHECK FORM OF STATEMENT

Dated October 17, 1989
Anne Arundel County

Irvington Federal Savings & Loan Assn
Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

10

1149
VAUGHNS #2

547 438

EQUIPMENT..

- 1 (One) Bidmaster 4 Estimating Computer System S/N 184371
- 1 (One) Estimating II Terminal S/N T23861

STATE OF MARYLAND

517 439

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255219

RECORDED IN LIBER 481 FOLIO 413 ON Jan. 15, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste.200-B, 407 Crain Hwy., Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Road
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Table with 4 columns: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes 'SEE ATTACHED EQUIPMENT LIST.....' and a 'TW' stamp.

Dated October 17, 1989

Irvington Federal Savings & Loan Assn
Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Senior Vice President
Type or Print Above Name on Above Line

Anne Arundel Co.

10

1116 VAUGHAN'S #1

547 440

EQUIPMENT

- 1 (One) Bidmaster I Estimating System S/N 77074
- 2 (Two) Estimating II Terminals S/N 3913B, 3891B
- 2 (Two) Overlay Keyboards S/N 3913B, 3891B
- 1 (One) Okidata 84 Printer S/N 154986

CROSS INDEXED IN LAND RECORDS

517 441

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 436 Page No. 238  
Identification No. 237407 Dated 4/13/81

1. Debtor(s) { Michael & Beverly Rhodes  
Name or Names—Print or Type  
54 Forrestdale Rd, AA Co, Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

TW

RECORDED  
POSTAGE  
POSTAGE  
APR 18 1989  
10/18/89  
H. J. ALTHOUSE  
AA CO. CREDIT CENTRAL

Dated: 10/18/89

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

Return to:  
Brown & Brown Chartered  
8501 LaSalle Rd.  
Towson, Md. 21204  
#354-89 RHODES

158309482

517-442

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277473

RECORDED IN LIBER 541 FOLIO 570 ON 05-26-89 (DATE)

1. DEBTOR

Name RICHARD LOMAX

Address 1401 FOREST DRIVE, ANNAPOLIS, MARYLAND 21043

2. SECURED PARTY

Name JOHN DEERE INDUSTRIAL EQUIPMENT

Address P.O. BOX 65090, WET DES MOINES, IOWA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>AMENDMENT</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SHOULD BE: Secured Party JOHN DEERE COMPANY P.O. BOX 65090 WEST DES MOINES, IOWA 50265-0090</p>	

TW

Dated 10-04-89

Donald W. Williams  
(Signature of Secured Party)

DONALD W. WILLIAMS

Type or Print Above Name on Above Line

547-443

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Gould, Inc. 6711 Baymeadow Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Avenue Sunnyvale, CA 94086	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) 
--	---	--

4. This statement refers to original Financing Statement bearing File No. 25046 <sup>494-519</sup>  
 Filed with Anne Arundel County Date Filed 2-11 1986

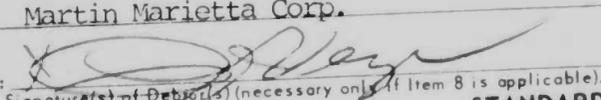
- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive, Glen Burnie, MD 21061

4144-81379

No. of additional Sheets presented:

Martin Marietta Corp. Hewlett-Packard Company

By:  By: Maxia Ammaturo  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-3**

547 444

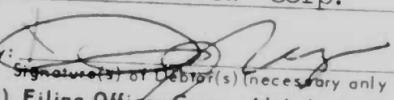
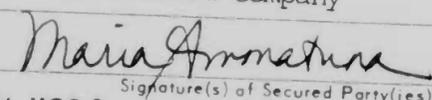
This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Gould, Inc. 6711 Baymeadow Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Avenue Sunnyvale, CA 94086	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORDED 5-7-86 497-567
4. This statement refers to original Financing Statement bearing File No. <u>06408</u> Filed with <u>Anne Arundel County</u> Date Filed <u>5-7</u> <u>1986</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive, Glen Burnie, MD 21061

4144-81217

No. of additional Sheets presented:

Martin Marietta Corp.	Hewlett-Packard Company
By:  <small>Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).</small>	By:  <small>Signature(s) of Secured Party(ies)</small>

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

278955

547 445

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) HEBRON WILBERT 7400 RACE ROAD HANOVER, MARYLAND 21076	2 Secured Party(ies) and address(es) WASHINGTON FREIGHTLINER, INC. 201 RITCHIE ROAD CAPITOL HEIGHTS, MARYLAND 20743	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) 
4 This financing statement covers the following type(s) of property: 1989 WESTERN STAR 4964F 2WLPCCJF9KK926003 1989 R/s Dump Body 89050848 "Document not subject to recordation tax-conditional sales contract signed by Debtor"		5 Assignee(s) of Secured Party and Address(es) ASSOCIATES COMMERCIAL CORP 1801 MCCORMICK DRIVE LANDOVER, MARYLAND 20785

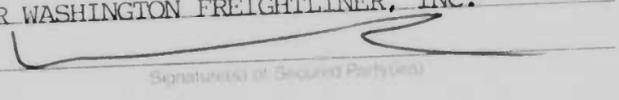
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional sheets presented

Filed with: Anne Brandel

By: WILBERT HEBRON FOR WASHINGTON FREIGHTLINER, INC.  
*Wilbert Hebron*   
 Signature(s) of Debtor(s) Signature(s) of Secured Party(s)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

547 446

278006

Debtor or Assignor Form

FINANCING STATEMENT

XX Not subject to Recordation Tax
To be Recorded in Land Records (For Fixtures Only).
Subject to Recordation Tax; Principal
Amount is \$

Name of Debtor

Address

Nighttime Pediatrics of Annapolis, Inc.

2772 Rutland Road
Davidsonville, MD 21035

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, inventory, leasehold improvements, furniture, fixtures and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, inventory, leasehold improvements, furniture, fixtures and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. XX Proceeds of the collateral are also specifically covered.
Products

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.



RECORD FEE 11.00
POSTAGE .50
NOV 11 1989
10/27/89
H. GUYE SUMMER
44 CHURCH CIRCLE COURT

Debtor (or Assignor)
Nighttime Pediatrics of Annapolis, Inc.
BY: Robert G. Graw, Jr., President

Secured Party (or Assignee)
FARMERS NATIONAL BANK OF MARYLAND

BY: [Signature]
Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

517 447

278007

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 48,000.00

If this statement is to be recorded in land records check here.

Recordation tax paid to Anne Arundel County in the amount of \$336.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Boyce, Loretta J.  
Address 138 Cottage Grove Rd. Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."



CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
Loretta J. Boyce

Loretta J. Boyce  
(Signature of Debtor)

Loretta J. Boyce, owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

ROBERT HEENEY, ASST. VICE PRES.  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17  
336  
18



Orix Credit Alliance, Inc.  
XX  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 19th day of October, 1989 by and between  
Loretta J. Boyce, having her principal place of business at  
138 Cottage Grove Rd. Pasadena, MD 21122

"Mortgagor" and Orix Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage (thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right, to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisalment, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging to or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

547-449

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST  
Loretta J. Boyce (Seal)  
Mortgagor  
By *Loretta J. Boyce* (Signature)  
Secretary (Title)

STATE OF Maryland }  
COUNTY OF Anne Arundel } ss

Loretta J. Boyce being duly sworn, deposes and says

- 1. He is the Owner of (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to Orix Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ *Loretta J. Boyce*

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal) \_\_\_\_\_ NOTARY PUBLIC  
CAL. & 77)

547 450

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 19, 19 89 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Kenworth Tandem Axle Tractor w/62" Walk-in-Sleeper	1988	T600A	1NKALB9X5JJ505078
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Loretta J. Boyce

By: Loretta J. Boyce

547-451  
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278998

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 10/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kurt E. Muller  
Address 244 Old Mill Bottom Road, Annapolis, MD 21401 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.  
Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

1 New Case 1840 Uniloader  
S/N - JAF0046028

Name and address of Assignee  
J. I. Case Credit Corp.  
P. O. Box 292  
Racine, WI 53401

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kurt E. Muller  
(Signature of Debtor)

Kurt E. Muller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dwayne V. Stup  
(Signature of Secured Party)

Dwayne V. Stup  
Type or Print Above Signature on Above Line

547-452

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Hoffman-Green Leasing, Inc. 7965 Ritchie Highway Glen Burnie, Maryland 21061	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, Maryland 21061		 For Filing Officer (Date, Time, Number, and Filing Office)
This statement refers to original Financing Statement No. <u>107372</u> Date Filed <u>Nov. 21, 1969</u> Liber # <u>170</u> Page # <u>262</u>			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Debtor address correction: 6913 Ritchie Highway Glen Burnie, Maryland 21061			
Hoffman-Green Leasing, Inc. By: <u>Maury Wilkins</u> <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>		General Motors Acceptance Corporation By: <u>Janice I. Greenholt</u> <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small> Janice I. Greenholt 10.50	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 7-89			

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated August 8, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated  
Address 601 Nursery Road, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.  
Address 133 Defense Highway, Suite 106, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- One (1) H25HFA51B4AN Motorola #F673 MTX900 Eagle 2 Way Radio S/N #673APN0741
- One (1) NTN4633B Motorola #F653 Rapid SNG CHGR

Name and address of Assignee



CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.  
PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*David Baranta*  
Mis Director  
(Signature of Debtor)

David Baranta Mis Director  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Thomas R. Myers*  
(Signature of Secured Party)

THOMAS R. MYERS  
Type or Print Above Signature on Above Line

1180

547-454

279000

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated October 2, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6723

Name General Elevator Company, Incorporated

Address 601 Nursery Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit "A" attached hereto and made a part hereof

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Gentry, Controller  
(Signature of Debtor)

Robert Gentry, Controller  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Thomas F. Myers, Treasurer  
(Signature of Secured Party)

Thomas F. Myers  
Type or Print Above Signature on Above Line

11/89



547 456

279001

2422

REC'D. 10/13/89

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax - Conditional Sales Contract
- Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_
- Principal Amount of \$ \_\_\_\_\_ is enclosed/has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: A.A. Recycle & Sand, Inc.  
(Name or Names)  
P.O. Box 412 Linthicum Heights, Maryland 21090  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: Elliott & Frantz, Inc.  
(Name or Names)  
10421 Guilford Road Jessup, Maryland 20794  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland  
(Name or Names)  
P.O. Box 22497 Baltimore, Maryland 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) 1988 Fiat Allis Model FR35 Wheel Loader, S/N 461100302

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT  
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
A.A. RECYCLE & SAND, INC.  
 By: William H. DeFauah Pres.  
(Title)  
William H. DeFauah  
(Type or print name of person signing)

SECURED PARTY:  
ELLIOTT & FRANTZ, INC.  
 By: Robert L. Schaeffer VP  
Robert L. Schaeffer  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

Return To: Signet Bank/Maryland  
P.O. Box 22497 Baltimore, Maryland 21203

547 457

279032

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 5,675.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 Three-A-Foot, Inc. c/o Athlete's Foot, Annapolis Mall  
 T/A Athlete's Foot Annapolis, Maryland 21401  
 Boca Enterprises, Incorporated c/o Athlete's Foot, The Mall In Columbia  
 T/A Athlete's Foot Columbia, Maryland 21044

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Karl Maevers Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Three-A-Foot, Inc. Boca Enterprises, Incorporated  
T/A Athlete's Foot T/A Athlete's Foot  
 By: Robert Bridges (Seal) By: Robert Bridges (Seal)  
Robert Bridges, President Robert Bridges, President  
 By: Gary Lidard (Seal) \_\_\_\_\_ (Seal)  
Gary Lidard, Secretary/Treasurer

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

135  
92.50

547 458

**SCHEDULE A**

This Schedule A is attached to and made part of a Financing Statement by and between Equitable Bank, N.A and Three-A-Foot, Inc. T/A Athlete's Foot and Boca Enterprises, Incorporated T/A Athlete's Foot

**F. Specific Equipment and Fixtures (Continued)**

- One (1) IBM PS/2 Model 50-031, Serial Number 72-7081864
- Irwin 725 Tape Cartridge, Serial Number A0004445
- IBM Monitor - 8503-001, Serial Number 0524835
- Telxon, Serial Number 795180
- Racal Vadic Modem, Serial Number 8H78823001
- Okidata 321 Printer, Serial Number 812B00602044

Three-A-Foot, Inc.  
T/A Athlete's Foot  
By: *Robert A. Bridges*  
Robert Bridges, President  
By: *Gary M. Lidard*  
Gary Lidard, Secretary/Treasurer

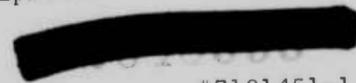
Boca Enterprises, Incorporated  
T/A Athlete's Foot  
By: *Robert A. Bridges*  
Robert Bridges, President

547-459



This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Manco, Inc. 7700-H Port Capitol Drive Baltimore, MD 21227	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 5775 Peachtree-Dunwoody Road Suite 440-G Atlanta, GA 30342	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Book #540/Page#301</u> <u>#277045</u> Filed with <u>Anne Arundel Co. - MD</u> Date Filed <u>April 20, 19 89</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Please amend the filing to add the following equipment:  
 Six (6) Hat Frame Sets with Standard Accessories   
 Recordation Tax in the Amount  #7101451-1 lbg  
 of \$357.00 was paid to   
 Anne Arundel Co., MD. No. of additional Sheets presented: -0-

By: Manco, Inc. Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: Lynn Graham Signature(s) of Secured Party(ies)  
**STANDARD FORM - FORM UCC-3**  
 (1) Filing Officer Copy - Alphabetical

11/89



547 460

279033

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  
MMGI Rent-A-Car, Inc.  
7220 Wisconsin Avenue  
Bethesda, MD 20814

2 Secured Party(ies) and address(es)  
General Motors Acceptance  
Corporation  
6101 Executive Boulevard  
Rockville, MD 20852

For Filing Officer (Date, Time, Number, and Filing Office)



4 This financing statement covers the following types (or items) of property:  
Motor vehicles, trailers and semi-trailers; and accessories and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

(Not subject to recordation tax)

ASSIGNEE OF SECURED PARTY  
Name  
Address

Check  if covered:  Proceeds are also covered  Products of Collateral are also covered No. of additional Sheets presented:

MMGI RENT-A-CAR, INC.  
By *[Signature]* President  
Signature(s) of Debtor(s)

GENERAL MOTORS ACCEPTANCE CORPORATION  
By *[Signature]*  
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL  
GMAC UCC-1 4/83

11-



547 461

279004

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 10-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORMAN CONSTRUCTION  
Address 12001 GULIFORD ROAD, ANNAPOLIS JUNCTION, MD. 20701

2. SECURED PARTY

Name GARDINER EQUIPMENT CO., INC.  
Address P.O. BOX 37  
WALDORF, MARYLAND 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 NEW JOHN DEERE 450G CRAWLER DOZER S/N 759001



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Roy Corman*  
(Signature of Debtor)

CORMAN CONSTRUCTION

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

GARDINER EQUIPMENT CO., INC.  
P.O. BOX 37  
WALDORF, MARYLAND 20604-0037

*Donald W. Williams*  
(Signature of Secured Party)

Donald W. Williams

Type or Print Above Signature on Above Line

172

STATE OF MARYLAND

279005

FINANCING STATEMENT FORM UCC-1 547 462 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ <u>          </u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jacom Computer Services, Inc.  
 Address 207 Washington Street, Northvale, NJ 07647-0947

2. SECURED PARTY

Name EL CAMINO RESOURCES, LTD.  
 Address 8550 Balboa Blvd. Suite 140  
Northridge, CA 91325  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
 Master Equipment Lease No. 320, Equipment Lease Schedule No. 04 between Debtor as Lessee and Secured Party as Lessor for the equipment described herein. This financing statement is filed solely for notice purposes and without prejudice to the underlying agreement which the parties thereto intend to be a true lease and not in the nature of a security interest. Debtor has no right to sell or transfer without Secured Party's consent. Proceeds of collateral are also covered.

Name and address of Assignee

See attached for equipment location and equipment.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
  
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
  
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John Alzano John Alzano, President  
 (Signature of Debtor)

Jacom Computer Services, Inc.  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

Julie A. Sporny  
 (Signature of Secured Party) Julie A. Sporny  
EL CAMINO RESOURCES, LTD. Leasing Manager  
 Type or Print Above Signature on Above Line

1/5

517-463

**EXECUTED  
COUNTERPART**

SCHEDULE # 04  
TO MASTER LEASE NO. 320

Schedule dated as of February 14, 1989

Lessee:

Jacom Computer Services, Inc.  
207 Washington Street  
Northvale, NJ 07647-0947

Location:

S.C.M.  
3901 Glidden Road  
Baltimore, MD 21226

A. EQUIPMENT LEASED

<u>Item No.</u>	<u>Qty.</u>	<u>Mfg/Type Model/Feature</u>	<u>Description</u>		<u>Monthly Rental</u>
1.	(1)	IBM 3083-EXO	CPU	SN. <u>23826</u>	
2.	(1)	IBM 3082-X08	Controller	SN. <u>23826</u>	
3.	(1)	IBM 3087-001	Coolant Unit	SN. <u>24195</u>	
4.	(1)	IBM 3278-A02 w/4641	Console	SN. <u>384Y5</u>	
5.	(1)	IBM 3081-EXO-EXI	Upgrade	SN. <u>N/A</u>	

547-481

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 258730 recorded in  
Liber 490, Folio 339 on 10/3/85 at Anne Arundel Co., Md.

1. DEBTOR(S):  
Name(s) BRANDON II ASSOCIATES  
Address(es) 2066 Lord Baltimore Drive  
Baltimore, Maryland 21207

2. SECURED PARTY:  
Name MARYLAND NATIONAL BANK  
Address 10 Light Street  
Baltimore, Maryland 21202

RECORD FEE 10.00  
POSTAGE .50  
#596490 C237 R02 T10:13  
10/30/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Person and Address to whom Statement is to be returned if different from above.

- Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)
- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
  - 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
  - 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
  - 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
  - 7.  RELEASE. ~~(Part or Full)~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.  
Exhibit A attached and made a part hereof.

9. SIGNATURES.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY  
Maryland National Bank  
By Constance M. Creamer  
Constance M. Creamer, Asst. V. P.  
(Type, Name and Title)

DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signatory and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

10 00

547 465

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being known and designated as Lot 5A, 5.1627 acres, as shown on a plat entitled "Administrative Plat Revise Lot 5 and Lot 6 Plat 2 BRANDON WOODS BUSINESS PARK Section 1 Plat Book 85, page 47", which plat is recorded among the Land Records of Anne Arundel County in Liber 3857, folio 578.

Together with the use in common of the "Common Use Driveway", containing 12,000 square feet between lots 4 and 5 as shown on the plat entitled "Plat 2, BRANDON WOODS BUSINESS PARK, Section 1", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 47.

Together also with and subject to the use in common of an additional "Common Use Drive" being an extension of the "Common Use Drive" referred to above and extending for a center line S 67° 48' 49" E 100'.

*Return to:*  
COMMONWEALTH LAND TITLE  
INSURANCE COMPANY  
15th Floor  
World Trade Center  
Baltimore, Maryland 21202

1891206

Mail to

517-466

273076

# FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$20,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Evergreen Builders, Inc. , a Maryland Corporation, and  
Richard E. Nash, Jr., individually, co-maker,

ADDRESS:

2 Evergreen Road  
Severna Park, Maryland 21146

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino  
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

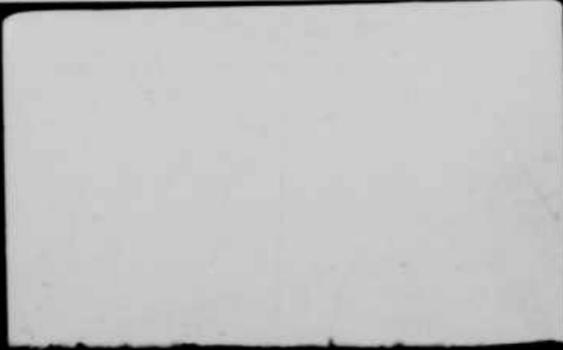


1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

14

LAW OFFICES  
JOHN J DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANTHAM, MARYLAND 20706  
(301) 459-4000



- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
  - E. Any and all inventory, accounts receivable and leasehold improvements associated with the operation of any business venture conducted in connection with or on the property described in the Security Agreement heretofore mentioned. This financing statement shall cover any and all presently owned and future acquired assets of the Debtors.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOTS 93 & 94, GREEN HAVEN and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 23, 1989

Evergreen Builders, Inc.

ATTEST: By: *Richard E. Nash, Jr.* (SEAL)  
 Richard E. Nash, Jr., President

*Donna J. Nash*  
 Donna J. Nash, Secretary

*Richard E. Nash, Jr.* (SEAL)  
 Richard E. Nash, Jr., individually

AFTER RECORDATION, RETURN TO:  
 John Hanson Savings Bank, F.S.B.  
 11700 Beltsville Drive  
 Beltsville, Maryland 20705



547 468

SCHEDULE A

30851

Being known as Lots Nos. 93 and 94 Plat "C" of Green Haven, 3rd Election District which plat is recorded among the Land Records of Anne Arundel County in Liber JHH No. 199, folio 51.

LAW OFFICES  
JOHN J. DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANHAM, MARYLAND 20706  
(301) 459-4000

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated October 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rome Cable Corporation  
Address 421 Ridge Street, Rome, New York 13440

2. SECURED PARTY

Name The First National Bank of Boston  
Address 100 Federal Street, Boston, Massachusetts 02110  
Philip R. Rosenblatt, Esq., c/o Goulston & Storrs, P.C.  
400 Atlantic Avenue, Boston, Massachusetts 02210-2206  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) 

Inventory, accounts receivable and all other properties of the Debtor as described in Schedule "A" attached hereto.

Taxes are being paid at the State Level

Collateral Located at: 1501 Blades Lane, Glen Burnie, MD 21061  
File: Anne Arundel County, the Clerk of the Circuit Court

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Rock E. White, Treasurer  
(Signature of Debtor)

ROCK E. WHITE, TREASURER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Rome Cable Corporation  
Type or Print Above Signature on Above Line

S.J. MULHOLLAND, VP

S.J. Mulholland V.P.  
(Signature of Secured Party)

The First National Bank of Boston  
Type or Print Above Signature on Above Line

547-470

U.C.C. ATTACHMENT

SCHEDULE "A"

Debtor:

ROME CABLE CORPORATION  
421 Ridge Street  
Rome, New York 13440

Secured Party:

THE FIRST NATIONAL BANK OF BOSTON  
100 Federal Street  
Boston, Massachusetts 02110

All personal property and fixtures of the Debtor of every kind and description, tangible or intangible, whether now or hereafter existing, whether now owned or hereafter acquired, and wherever located, including, but not limited to the following: all inventory of the Debtor; all furniture, fixtures, including trade fixtures and similar property of the Debtor; all machinery and equipment of the Debtor; all accounts of the Debtor; all contract rights of the Debtor; all other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds; all interest of the Debtor in goods as to which an account shall have arisen; all files, records (including without limitation computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which the Debtor has an interest in any way relating to the foregoing property; all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which the Debtor has an interest which are now or may hereafter be in the possession of the Secured Party or as to which the Secured Party may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation all patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; all rights to use patents, trademarks, trade names, service marks and copyrights of any person; and any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the types of collateral referred to in this Schedule A); any other property of the Debtor, real or personal, tangible or intangible, in which the Secured Party now has or hereafter acquires a security interest or which is now or may hereafter be in the possession of the Secured Party; any sums at any time credited by or due from the Secured Party to the Debtor, including deposits; and proceeds and products of and accessions to all of the foregoing; all of which items of property are hereinafter collectively referred to as the "Collateral".

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall attach before the Collateral becomes fixtures or before the Collateral is installed or affixed to other Collateral.

ROME CABLE CORPORATION

THE FIRST NATIONAL BANK OF BOSTON

*Rock E. White Treasurer*  
Signature of Debtor

*A. J. Mulcahey V.P.*  
Signature of Secured Party

MMT/10-13-89  
9180Q

547-471

279011

To be recorded  
among Land Records of  
Baltimore County  
in Financing Statement Records  
of Baltimore County and  
of Anne Arundel County  
with State Department of  
Assessments and Taxation

Not subject to recordation tax:  
Principal amount is \$425,000.00

INDEMNITY  
FINANCING STATEMENT

1. Grantor / Debtor: PIKESVILLE REALTY COMPANY, a general partnership organized and existing under the law of Maryland, Address of Debtor: 514 North Crain Highway Glen Burnie, Maryland 21061
2. Secured Party: THE COLUMBIA BANK, a Maryland trust company Address of Secured Party: 10480 Little Patuxent Parkway Columbia, Maryland 21044
3. This Financing Statement covers all of the Debtor's right, title and interest in

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature, now or hereafter located in or upon any interest in any of the land which is hereinafter described and used in connection with any present or future operation of the land, including, by way of example rather than of limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, window treatments, fans, furniture, furnishings, floor coverings, screens, doors, windows, appliances, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or used in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income from the land and other collateral, and all present and future accounts, contract rights, general intangibles, warranty rights and instruments of the Debtor arising from the leasing or use of the land.

BL  
CLERK

12  
25



547 172

MMT/10-13-89  
9180Q

4. The items listed in this Financing Statement are included as security in an indemnity deed of trust and security agreement of this date and given by the Debtors to certain trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered.

6. The land consists of all of that land located in Baltimore County, Maryland, which is more particularly described in the deed of trust and security agreement, and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtor's Guaranty of this date, evidencing the Debtor's debt to the Secured Party in the principal sum of \$425,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described, as security for the debt and the Debtor's performance of its obligations under the provisions of the Guaranty, and further agree that this Financing Statement shall constitute a security agreement for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1983 replacement volume, as amended).

Debtor:

PIKESVILLE REALTY COMPANY, a  
general partnership organized  
and existing under the law of  
Maryland,

by Jace J. Fedler (SEAL)

by \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_, 1989

## "EXHIBIT A"

Beginning for the first at the corner formed by the intersection of the southwest side of the Baltimore and Reisterstown Turnpike Road, with the south or southeast side of the Old Court Road (also called Church Lane) as now laid out 33 feet wide leading from the said Turnpike Road opposite to Arsenal Pikesville Station on the Western Maryland Railroad and running thence South 28 degrees 10 minutes East bounding on the southwest side of the said Turnpike Road 50 feet thence southwesterly at right angles to said Turnpike Road 170 feet, thence North 28 degrees 10 minutes West bounding on the northeast side of an alley 20 feet wide 83 feet 8 inches to the Old Court Road or Church Lane, thence North 73 degrees East bounding on the south or southeast side of the Old Court Road or Church Lane 173 feet 3 inches to the place of beginning.

Beginning for the second on the southwest side of the Reisterstown Road at the distance of 50 feet southeasterly from the corner formed by the intersection of the southwest side of the Reisterstown Road with the southeast side of the Old Court Road (now called Church Lane), being at the easternmost corner of the lot conveyed by the Executors of the Estate of James Howard McHenry to one Brown and running thence southeasterly bounding on the southwest side of Reisterstown Road 21 feet thence southwesterly at right angles to the Reisterstown Road 170 feet to the northeast side of an alley 20 feet wide, thence northwesterly binding on said alley with the use thereof in common with others 21 feet to the southeasternmost corner of the lot conveyed as aforesaid to said Brown and thence northeasterly bounding on the southeast line of said lot 170 feet to the place of beginning.

Beginning for the third on the southwest side of the Reisterstown Road at the distance of 71 feet southeasterly from the corner formed by the intersection of the southwest side of the Reisterstown Road with the southeast side of Church Lane, thence bounding on the southwest side of the Reisterstown Road South 27 degrees 30 minutes East 2 feet, thence at right angles to the aforesaid road South 62 degrees 30 minutes West 170 feet to the northeast side of an alley 20 feet wide, thence binding on the northeast side of the alley with the use thereof in common North 27 degrees 30 minutes West 2 feet and thence North 62 degrees 30 minutes East 170 feet to the place of beginning.

The improvements on the above described three properties being known as 1216-1224 Reisterstown Road.

Being the same lots of ground which, by deed dated July 27, 1972 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5288, folio 64, was granted and conveyed by Samuel Joseph Zito, et al. to Pikesville Realty Company, a Maryland partnership.

THE SECURITY TITLE GUARANTEE  
CORPORATION OF BALTIMORE  
Six South Calvert  
Baltimore, Md. 21202-1388

153 508

547 474

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
The Firestone Tire & Rubber Company, as Lessee  
205 N. Michigan Avenue  
Suite 3800  
Chicago, Illinois 60601

2. Secured Party(ies) and address(es)  
The First National Bank of Chicago, as Collateral Agent  
One First National Plaza  
Chicago, Illinois 60670

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

Attention: Secretary

4. This statement refers to original Financing Statement bearing File No. 273346 Book 523, Page 424  
Filed with Gene Grindel Co MD Date Filed 6/21 19 88

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The name and address of the Debtor (Lessee) are amended to read as follows:  
Bridgestone/Firestone, Inc., as Lessee  
1200 Firestone Parkway  
Akron, Ohio 44317 Attention: Secretary

Any and all references to The Firestone Tire & Rubber Company in the Financing Statement and Exhibit attached thereto shall be deemed to refer to Bridgestone/Firestone, Inc.

Bridgestone/Firestone, Inc., formerly known as The Firestone Tire & Rubber Company

No. of additional Sheets presented:  
The First National Bank of Chicago, as Collateral Agent

By: [Signature]  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

547 PAGE 175

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

279012

Not subject to tax- Conditional sale  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Delta Installation Group, INC.

Name \_\_\_\_\_

Address 7476 A New Ridge Rd. Hanover, MD 21076

2. SECURED PARTY

Spectra-Physics, Inc.

Name \_\_\_\_\_

Address 5475 Kellenburger Rd. Dayton, OH 45424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 ea. #1142 Laserlevel
- 1 ea. Magnetic Targets
- 1 ea. Alum Tripod

Name and address of Assignee  
 American Commerical Credit Corp.  
 P.O. Box 13428  
 Reading, PA 19612-3428

BL  
CLERK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Thomas P. Holste Jr.  
(Signature of Debtor)

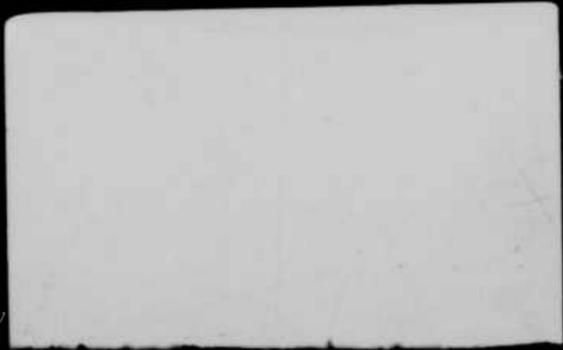
Thomas P. Holste Jr.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Karen W Smith  
(Signature of Secured Party)

Karen W Smith  
Type or Print Above Signature on Above Line



547 476

STATE OF MARYLAND

279913

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Jennings, Harry W.  
Address 884 Brighton Place Glen Burnie, MD 21061

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, MD 21227  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harry W. Jennings

(Signature of Debtor)

Harry W. Jennings  
Type or Print Above Name on Above Line

Harry W. Jennings, owner  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

James Jennell Sr  
(Signature of Secured Party)

James Jennell Sr  
Type or Print Above Signature on Above Line



2/5

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

547 PAGE 477

TO: Beltway International Trucks, Inc. ("Seller") FROM: Harry W. Jennings ("Buyer")  
 1800 Sulphur Spring Rd. Baltimore, MD 21227 884 Brighton Place Glen Burnie, MD 21061  
 (Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): See Schedule "A" attached hereto and made a part hereof for description of equipment. **See Schedule "B" attached hereto and made a part hereof for payment schedule *Wherever the name First Interstate Credit Alliance, Inc. * appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.	(1) TIME SALES PRICE .....	\$ 205,824.50
	(2) Less DOWN PAYMENT In Cash .....	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 205,824.50
Record Owner of Real Estate: _____		

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

884 Brighton Place Glen Burnie Anne Arundel MD  
 (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred five thousand eight hundred twenty four and 50/100\*\*\*\*\* Dollars (\$ 205,824.50) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of November 19 89 and continuing on the same date each month thereafter until paid; the first \*\* installments each being in the amount of \$ \*\* and the final installment being in the amount of \$ \*\* with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 25, 19 89 BUYER(S)-MAKER(S):  
 Accepted: Beltway International Trucks, Inc. (SEAL) Harry W. Jennings (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here) (SEAL)  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

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ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

\_\_\_\_\_  
(L.S.)

(Guarantor-Endorser)

\_\_\_\_\_  
(L.S.)

(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL) } Signature of Seller

\_\_\_\_\_  
(Corporate, Partnership or Trade Name or Individual Signature)

By: \_\_\_\_\_ }  
(Signature, Title of Officer, "Partner" or "Proprietor")

\_\_\_\_\_  
(Witness)

547 479

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 25, 1989

between Belloy International Trucks, Inc., as Seller/Lessor/Mortgagee, and Harry W. Jennings 684 Brighton Place Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 200,024.00 25th day of October, 19 89  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Belloy International Trucks, Inc. (Seal)  
(Seller/Lessor/Mortgagee)  
By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-LS-RI

\*Wherever the name First Interstate Credit Alliance, Inc. \* appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 25, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	New International	1989 2574	1HTZPG3TXKH673533 1HTGGG3T5KH222694
<p>Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:</p>			
One (1)	Western Star Dump Truck	1985 4964-2	2WLPCCJE9FK912860
One (1)	Freightliner	1989 FLC1206YT	B4413HP157166

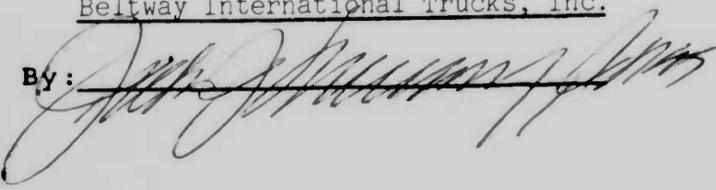
This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

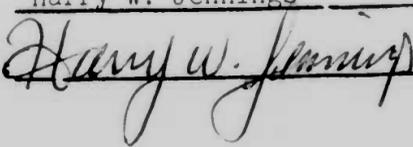
Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Beltway International Trucks, Inc.

Harry W. Jennings

By: 

By: 

547 481

STATE OF MARYLAND

279067

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR  
AW EC EBERT C. CORDLE SR.  
Name E.C. Cordle, Sr. Trucking, Inc.  
Address 8361 Lockwood Road Pasasena, MD 21122

2. SECURED PARTY  
Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, MD 21227  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

AW EC E.C. Cordle, Sr. Trucking, Inc. EBERT C. CORDLE, SR.

X Ebert C Cordle Sr.  
Ebert C. Cordle, Sr. owner  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

James Murray  
(Signature of Secured Party)

James Murray Pres  
Type or Print Above Signature on Above Line

1350



\* FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. (Seller) 1500 Sulphur Spring Road Baltimore, MD 21227 FROM: Albert Cassell Cordle Sr. (Buyer) 8361 Lockwood Road Pasadena, MD 21122

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$109,895.00; (2) Less DOWN PAYMENT in Cash \$500.00; (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$9,195.00; (4) CONTRACT PRICE (Time Balance) \$100,200.00.

\*Description of any Trade-In: One (1) 1983 International Model COP9670XL Tractor, S/N

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8361 Lockwood Road (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thousand two hundred and 00/100 \*\*\*\*\* Dollars (\$100,200.00) the sum of the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of November 19 89, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$1,670.00 and the final installment being in the amount of \$1,670.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: October 23, 19 89 BUYER(S)-MAKER(S): Albert Cassell Cordle Sr. (SEAL)

Accepted: Beltway International Trucks, Inc. (Print Name of Seller Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Albert Cassell Cordle Sr. (Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

(Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

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ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED**

\_\_\_\_\_  
(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title therein; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and or repossess and or consent to the return of the property and or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: October 23, 19 89 Bellway International Trucks, Inc. (SEAL) Signature of Seller  
(Corporate, Partnership, Trade Name or Individual Signature)  
 By: [Signature]  
(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

547 481

279011

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 18,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$126.00.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dodd, John Thomas, Jr.  
Address 7694 Briar Lane Pasadena, MD 21122

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."



CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John Thomas Dodd, Jr.  
[Signature]  
(Signature of Debtor)

John T. Dodd, Jr. owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

[Signature]  
(Signature of Secured Party)

**PATRICK WHITE, ASST. VICE PRES.**

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17  
10450

SD

547-485

ORIX

KIRSKENTONMILK CREDIT ALLIANCE, INC.  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 25th day of October, 1989 by and between

John Thomas Dodd, Jr., having his principal place of business at  
7694 Briar Lane Pasadena, MD 21122

Mortgagor and Orix Credit Alliance, Inc. Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items; that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver, whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

John Thomas Dodd, Jr.

(Seal)

Mortgagor

By

Secretary

(Title)

STATE OF  
COUNTY OF

Maryland  
Anne Arundel

SS

John Thomas Dodd, Jr.

being duly sworn, deposes and says

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage of
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
3. Mortgagor is solvent and justly indebted to amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS

I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this

day of \_\_\_\_\_ 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared

\_\_\_\_\_ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of \_\_\_\_\_

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

CA 1 & 7 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated October 25, 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	McCullough 45' Aluminum Flatbed Trailer	1988	41BFS4525JM000724
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

John Thomas Dodd, Jr.

By: *[Signature]*

547 488

279015

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es): <b>Richard Coulbourne III 4101 Mountain Road Pasadena, MD 21122</b>	2. Secured Party(ies) and address(es): <b>Mobil Oil Corporation 3225 Gallows Road Fairfax, VA 22037</b>	3. For Filing Officer (Date, Time, Number, and Filing Office):

#1180827

7. This financing statement covers the following types (or items) of property:

ALL MOBIL EQUIPMENT, ACCOUNTS RECEIVABLE AND INVENTORY NOW OWNED, CONSIGNED TO OR HEREAFTER ACQUIRED BY DEBTOR FROM MOBIL, INCLUDING BUT NOT LIMITED TO MOTOR FUEL, MOTOR OIL, GREASES, TIRES, BATTERIES, AUTOMOTIVE ACCESSORIES AND SPECIALTIES, MECHANIC'S TOOLS AND AUTOMOTIVE DIAGNOSTIC OR REPAIR EQUIPMENT, AND INCLUDING ALL PROCEEDS THEREOF AND ALL CREDIT CARD INVOICES.



4171 DD 556315

ANNE ARUNDEL COUNTY, MD

COLLATERAL NOT SUBJECT TO RECORDATION TAX.  
SECURED PARTY IS SELLER OF EQUIPMENT - Tax-Property Article 12-108(k)4. Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

*Richard Coulbourne III*  
Richard Coulbourne III, Owner  
Signature(s) of Debtor (Or Assignor)

MOBIL OIL CORPORATION  
*R. Hicks*  
R. HICKS MRKTG REP.  
Signature(s) of Secured Party (Or Assignee)

279016

547 489

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)  
NOWELL, DOUGLAS S.  
5030 OWENSVILLE RD.  
W. RIVER, MD 20778  
215 50 1429 AA

2. Secured Party(ies) and address(es)  
JOHN DEERE COMPANY  
P.O. Box 650900  
West Des Moines, IA 50265

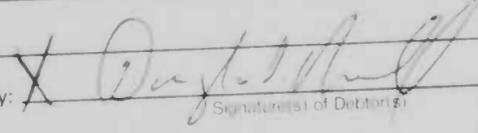
3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

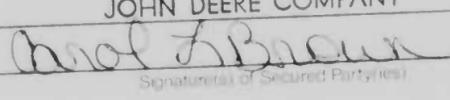
4. This financing statement covers the following types (or items) of property:  
JOHN DEERE 850 TRACTOR s/n 215991, JD 75 LOADER s/n 018050,  
WDS 650 BACKHOE s/n 002700, CRT 616 TRAILER s/n 000132  
REGARDING UCC-1 FINANCING STATEMENT FILED WITH KENT COUNTY  
ON 01 JUN 87 FILE NUMBER 16510.  
DEBTOR HAS MOVED TO THE ABOVE DESCRIBED ADDRESS AND  
THIS NOW NEEDS TO BE FILED WITH ANNE ARUNDEL.  
THIS STATEMENT IS BEING FILED WITHOUT THE DEBTOR'S SIGNATURE  
TO PERFECT A SECURITY INTEREST IN COLLATERAL ALREADY  
SUBJECT TO A SECURITY INTEREST IN THE ABOVE DESCRIBED JURISDICTION.

5. Assignee(s) of Secured Party and Address(es)  


This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Filed with:  
No. of additional Sheets presented

By:   
Signature(s) of Debtor(s)

JOHN DEERE COMPANY  
By:   
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Anne Arundel

547-430

FINANCING STATEMENT

\*\*PURCHASE MONEY\*\*

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$33,600.00

1. Name of Debtor(s): Cusimano General Contractors, Inc.  
Address: 601 Revell Highway  
Annapolis, MD 21401

270017

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
2001 Davidsonville Road-Second Floor  
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property: Model 955L Serial #85J10714 One (1) Used Caterpillar track loader equipped with rops/enclosed cab, and G.P. Bucket with teeth; together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for an products of any of the foregoing property, and proceeds of any and all of the foregoing property.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 238.00  
POSTAGE .50  
847880 0777 103 109:48  
10/31/89

H. ERIC SCHAFER  
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

BL  
CLEAR

Cusimano General  
Debtor(s): Contractors, Inc.  
.....  
Michael J. Cusimano, Jr.,  
President  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *John D. Lengel*  
John D. Lengel, Corporate Banking  
(Type Name and Title) Representative

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11-238

279018

547 481

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Rhode River Marina, Inc.  
3932 Germantown Road  
Edgewater, Maryland 21037

2 Secured Party(ies) and address(es)

General Motors Acceptance Corp  
7310 Ritchie Highway  
Glen Burnie, Maryland 21061

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#496890-ET/7 R03 TOR:49  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property:

All fixed assets, including all machinery, shop equipment, tools, business and office equipment, related equipment, furniture, fixtures, furnishings; all inventory of new and used parts and all accessories, now owned or hereafter acquired in replacement of or added to any of the foregoing; all accounts, contract rights, and general intangibles, all proceeds of all the foregoing.

ASSIGNEE OF SECURED PARTY

Name

Address



Check  if covered:

Proceeds are also covered

Products of Collateral are also covered

No. of additional Sheets presented:

Rhode River Marina, Inc.

By

*[Signature]*  
Signature(s) of Debtor(s)

General Motors Acceptance Corporation

By

*[Signature]*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL  
GMAC UCC-1 7/88

1130

547 REG 492

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
M&M Mobile Homes, Inc.  
8315 Washington, Blvd  
Jessup, MD 20794

2. Secured Party(ies) and address(es)  
GENERAL ELECTRIC CAPITAL CORPORATION  
11121 Carmel Commons Blvd.  
Charlotte, NC 28226

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#496950 07/17 03 709:55  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 219460  
Anne Arundel County 8/23/78  
Filed with \_\_\_\_\_ Date Filed \_\_\_\_\_ 19\_\_\_\_

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. SECURITY PACIFIC HOUSING SERVICES, INC.  
10680 Treena Street, Suite 500  
San Diego, CA 92131

PER ATTACHMENT

No. of additional Sheets presented:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

ENC. 547 REC 493

RE: \_\_\_\_\_ Filing # \_\_\_\_\_

"The collateral (excluding all inventory and equipment, if any) described in the original Financing Statement, identified by the File No. set forth above, and any amendments thereto only to the extent that a security interest in such collateral was granted to Secured Party as security for Secured Party's financing of the Debtor's retail sales of manufactured homes, mobile homes, modular homes, motorhomes, travel trailers, camper units and recreational vehicles, pursuant to accounts, chattel paper, instruments, or documents for such financing which were transferred to Assignee pursuant to an Asset Purchase Agreement between Secured Party and Assignee dated May 9, 1989, reserving to Secured Party (i) collateral granted to Secured Party as security for Secured Party's financing of retail sales which are not transferred to Assignee, (ii) all of such collateral relating to inventory and other financing of Debtor and (iii) all other collateral. Secured Party also assigns any security interest in any such collateral repossessed by Assignee from retail buyers of Debtor provided such collateral is not floorplanned or otherwise financed by Secured Party."

10550

21520

547 494

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): ELECTRONIC 1

1. Debtor(s) (Last Name First) and address(es)

Sarro/Siegel Leasing Partner-  
ship  
The Steffey Bldg., Ste. 200B  
407 Crain Highway  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

~~ASSIGNMENT~~  
Baltimore Federal Financial,  
P.O. Box 116 F.S.A.  
Baltimore, MD 21203

For Filing Officer (Date, Time and Filing Office)



RECORD FEE 10.00  
POSTAGE .50  
#476970 CTAT R03 709:56  
10/31/89

H. ERLE SCHAEFER

4. This statement refers to original Financing Statement bearing File No. Page# 462  
255733 Liber#482  
Filed with Anne Arundel County Date Filed Feb. 22 19 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above to the property described in Item 10 have.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

~~ASSIGNMENT~~ Secured Party:  
Baltimore Federal Financial, F.S.A.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

154

STATE OF MARYLAND

547 495

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255302

RECORDED IN LIBER 481 FOLIO 545 ON January 22, 1985 (DATE)

1. DEBTOR

Name Sarro/Siegel Leasing Partnership

Address The Steffey Bldg., Suite 200B, 407 Crain Hwy, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#498980 0717 003 109:56

10/31/89

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>SEE ATTACHED</p>	

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated SEPTEMBER 25, 1989

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

150

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
8	Haworth EFN542 Acoustical fab panel F7J non-powered
10	Haworth acoustical fab panel F7J non-powered
9	Haworth acoustical panel fab F7J non-powered
76	Haworth EFP562 acoustical fab panel F7J powered
50	Haworth EFP462 acoustical fab panel F7J powered
2	Haworth EFP262 acoustical fab panel F7J powered
5	Haworth EFP362 acoustical fab panel powered (F7J)
3	Haworth EOP462 panels open frame
64	Haworth EFN362 panels non-powered F7J
12	Haworth panel non-powered EFN262 F7J
2	Haworth EFN1862 panels non-powered F7J
7	Haworth EFN562 panels non-powered F7J
32	Haworth FPPS62 108" connection 62" H finished posts
1	Haworth FPPS80 180' connection F7J 80" H
25	Haworth FPPC62 90' connection 62" H F7J
6	Haworth FPP680 90' finish post connection 80" H F7J
15	Haworth BFMI base feed modules gray trim
3	Haworth TFM8 top feed modules gray trim
8	Haworth PRD3 power receptacles duplex gray trim
27	Haworth WMK62 wall mount kits gray trim
1	Haworth Partitioning

Installation of above including re-arranging existing partitioning in Bldg. 49.

279019

547 497

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Cunningham Paving Company, Inc. 1073 St. Stephen Church Rd Crownsville, MD 21032 <i>/ 34299-00005 &gt;</i>	Secured Party Name and Address S.M. Christhilf & Sons, Inc. 112 W. Timonium Road Timonium, MD 21093	
Assignee of Secured Party <del>C.I.T. Corporation</del> The CIT Group/Equipment Financing, Inc. <i>/ Phila Flu &gt;</i> 1180 W. Swedesford Road Berwyn, PA 19312	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. Conditional Sales Contract	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>  One (1) Bomag model BW141D S/N 101490030336; Complete with all related parts, attachments and accessories.		
		RECORD FEE 11.00 #497000 0777 R03 T09457 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Cunningham Paving Company, Inc.</u>	Secured Party <u>S.M. Christhilf &amp; Sons, Inc.</u>	
<i>James Cunningham</i> Title <u>Pres</u>	<i>R.F. Armstrong</i> By <u>VP</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>James Cunningham</u>	<u>R.F. Armstrong</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5 SA-989D		

CLERK

11/00

279020

547 PAGE 498

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

Jerry Merkel  
Joanne Merkel  
1180 Claire Drive  
Crownsville, Md. 21032

2 Secured Party(ies) and address(es)

Hein Bros., Inc.  
P.O. Box 666  
7320 Ritchie Highway  
Glen Burnie, Md. 21061

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
H. BAILE SCHAFER  
10/31/89



H. BAILE SCHAFER  
# CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property

Polynesian whirlpool spa and super cover.

Located at: 1180 Claire Drive  
Crownsville, MD 21032

To be recorded in the Land Records  
Secured Party is the Seller.

5 Assignee(s) of Secured Party and Address(es)

Security Pacific  
7310 Ritchie Highway  
Suite 404  
Glen Burnie, Md. 21061

Please  
Return  
to

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with

Jerry Merkel

By *Joanne Merkel*  
Joanne Merkel Signature(s) of Debtor(s)

Security Pacific Financial Svcs, Inc  
Sherry Parada, Assistant Manager

By *Sherry Parada*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office (City/Alphabetical)



279022

547 PAGE 500

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)  Alex Yefko 111 Deale Rd, P.O. Box Deale, MD 20751  144 14 4240	2. Secured Party(ies) and address(es)  JOHN DEERE CO. P.O. Box 83888 Moline, Ill 61702-8388 815-325-8100  DCS IF	3. Maturity date (if any):  For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #487200 0777 803 110:16 10/31/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:  144 144240 892920 821 480		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented.

Filed with Anne Arundel Co

By: Alex P. Yefko Signature(s) of Debtor(s)  
 By: Kathy Moore Signature(s) of Secured Party(ies)  
John Deere Co

(1) Filing Office Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

11.5

**PARTIES** 10-26-89  
Debtor name (last name first if individual) and mailing address:  
TRIANGLE ATLANTIC CORPORATION  
7112 COMMERCIAL AVENUE  
BALTIMORE, MD 21237

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

**Secured Party(ies) name(s)** (last name first if individual) and address for security interest information:  
**COPELCO LEASING CORPORATION**  
**ONE MEDIQ PLAZA**  
**PENNSAUKEN, NEW JERSEY 08110**

**Assignee(s) of Secured Party name(s)** (last name first if individual) and address for security interest information:

**Special Types of Parties** (check if applicable):  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.  
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.  
 Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**  
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—  
a.  acquired after a change of name, identity or corporate structure of the Debtor.  
b.  as to which the filing has lapsed.  
c. already subject to a security interest in another county in Pennsylvania—  
 when the collateral was moved to this county.  
 when the Debtor's residence or place of business was moved to this county.  
d. already subject to a security interest in another jurisdiction —  
 when the collateral was moved to Pennsylvania.  
 when the Debtor's location was moved to Pennsylvania.  
e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

**Secured Party Signature(s):**  
(required only if box(es) is checked above)

**FINANCING STATEMENT**  
Uniform Commercial Code Form UCC-1  
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer) 547 25011  
Date, Time, Filing Office (stamped by filing officer) 270033

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):  
 Secretary of the Commonwealth.  
 ~~Prothonotary~~ Anne Arundel County  
 real estate Records of \_\_\_\_\_ County

Number of Additional Sheets (if any) 7  
Optional Special Identification (Max. 10 characters) LEASE No. 0-19494-0 8  
COLLATERAL

Identify collateral by item and/or type:  
1 USLD TOYOTA FORKLIFT  
EQUIPMENT SUPPLIER: CAPITAL FORKLIFT  
EQUIPMENT LOCATION: 812A OREGON AVENUE  
LINTHICUM HEIGHTS, MD 21090  
RECORD FEE 11.00  
10/31/89  
H. ERNE SCHAFER  
AA CO. CIRCUIT COURT

(check only if desired) Products of the collateral are also covered.  
Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —  
a.  crops growing or to be grown on —  
b.  goods which are or are to become fixture on —  
c.  minerals or the like (including oil and gas) as extracted on —  
d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:  
Street Address:  
Describe at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet  
Name of record owner (required only if no Debtor has an interest of record)

**DEBTOR SIGNATURE(S)**  
Debtor Signature(s) COPELCO LEASING CORPORATION (ATTNY-IN-FACT FOR)  
TRIANGLE ATLANTIC CORPORATION  
1  
(NAME/TITLE) Doris Erdman Asst. Secty.  
1a  
(NAME/TITLE)  
1b  
(NAME/TITLE)

RETURN RECEIPT TO:  
COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

547 502

1. Debtor(s) (Last Name First) and address(es) BECTON, ROBERT L. 508 Denington Lane Severna Park, MD. 21146	2. Secured Party and Address Linden Asset Management Company 11 West Madison Oak Park, IL 60302
This statement refers to original Financing Statement No. <u>254312</u> Filed <u>10-22</u> , 19 <u>84</u>	
A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:
C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown above, Secured Party's rights under the financing statement bearing the file number shown above in the XXXXXXXXXXXX *	
D. Amendment <input type="checkbox"/> The financing statement is amended as set forth below.	

RECORD FEE 10.00  
 POSTAGE .50  
 #497230 0777 R03 T10418  
 10/31/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

~~SEE XXXXXXXX ATTACHED HEREIN AND INDEX XX PART X HEREOF~~

\*All of the property described therein  
 AS ASSIGNED BY F/S NO. 219970 RECORDED 11-2-88 - Book 534 Page 44

FEDERAL DEPOSIT INSURANCE CORPORATION,  
 IN ITS CORPORATE CAPACITY

Dated: July 31, 19 89  
 Circuit Court Clerk Anne Arundel County, MD.  
 This STATEMENT is presented to The County Clerk of Supervisory

By: Kurt Amery  
 Signature of Original Secured Party  
~~XXX~~ LIQUIDATION SPECIALIST  
 XXXXXXXXXXXX for filing pursuant to the Uniform Commercial Code.

(1) FILING OFFICER COPY-ALPHABETICAL  
 STANDARD FORM-UNIFORM COMMERCIAL CODE

105

SOUTHWESTERN STATIONERY  
 OKLA. CITY, LAWTON, PONCA CITY



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 513

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

ROBERT L. BECTON  
508 DEMINGTON LANE  
SEVERNA PARK, MD 21146

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

FEDERAL DEPOSIT INSURANCE CORPORATION,  
IN ITS CORPORATE CAPACITY  
P.O. BOX 25189  
OKLAHOMA CITY, OKLAHOMA 73125

4 This statement refers to original 254091  
Financing Statement No. 70856 Book 478 Pg. 293  
Date filed 10-03, 19 84

CIRCUIT COURT CLERK  
ANNE ARNDEL COUNTY

Check **only**  
if applicable

This Financing Statement Change is to be filed for  
record in the real estate records. Number of  
additional sheets presented \_\_\_\_\_

5.  AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- B.  TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- C.  PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- D.  CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- E.  PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- F.  TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6. AS ASSIGNED BY F/S NO. \_\_\_\_\_ RECORDED June, 1989

ASSIGNEE: Linden Asset Management Company  
11 West Madison  
Oak Park, IL 60302

RECORD FEE 12.00  
POSTAGE .50  
#497240 0777 R03 T10:18  
10/31/89  
H. LARLE SCHAFER  
AA CO. CIRCUIT COURT



*July 31, 1989*

FEDERAL DEPOSIT INSURANCE CORPORATION,  
IN ITS CORPORATE CAPACITY

By \_\_\_\_\_  
Signature(s) of Debtor(s)

By *Kent Amey*  
Signature(s) of Secured Party(ies)

**SUPERVISORY BANK LIQUIDATION SPECIALIST**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odee Company, P.O. Box 550488, Dallas, Texas 75355

(1) Filing Officer Copy—Numerical

175 STANDARD FORM—FORM UCC-3 (Rev 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 504

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

RICHARD L. KLINKER and  
CAMILE A. KLINKER  
2355 DAVIDSONVILLE ROAD  
GAMBRILLS, MARYLAND 21054

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:  
FEDERAL DEPOSIT INSURANCE CORPORATION  
IN ITS CORPORATE CAPACITY  
P.O. BOX 25189  
OKLAHOMA CITY, OKLAHOMA 73125

4. This statement refers to original 254092  
Financing Statement No. 70855 Book 478 Page 295  
Date filed October 3, 19 84

CIRCUIT COURT CLERK  
ANNE ARNDEL COUNTY

Check  only if applicable  This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_

5. A  AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- B  TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- C  PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- D  CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- E  PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- F  TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

AS ASSIGNED BY F/S NO. 376230 RECORDED 6-6-89

ASSIGNEE: LINDEN ASSET MANAGEMENT COMPANY  
11 WEST MADISON  
OAK PARK, IL 60302

RECORD FEE 12.00  
POSTAGE .50  
#497250 0777 R03 710:19  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



July 31, 1989

FEDERAL DEPOSIT INSURANCE CORPORATION,  
IN ITS CORPORATE CAPACITY

By \_\_\_\_\_  
Signature(s) of Debtor(s)

SUPERVISORY

By Kurt Amey  
~~XXXX~~ LIQUIDATION SPECIALIST

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odco Company, P.O. Box 550488, Dallas, Texas 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-3 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 515

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

KLINKER, RICHARD L.  
KLINKER CAMILLE A.  
2355 DAVIDSONVILLE ROAD  
GAMBRILLS, MD. 21054

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

FEDERAL DEPOSIT INSURANCE CORPORATION  
IN ITS CORPORATE CAPACITY  
P.O. BOX 25189  
OKLAHOMA CITY, OKLAHOMA 73125

4. This statement refers to original  
Financing Statement No. 254311 (72434) Book 479  
Date filed 10-22 Page 51 19 84

CIRCUIT COURT CLERK  
ANNE ARUNDEL COUNTY, MD.

Check only  This Financing Statement Change is to be filed for  
if applicable record in the real estate records. Number of  
additional sheets presented \_\_\_\_\_

5.  AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B.  TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C.  PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D.  CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E.  PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F.  TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

AS ASSIGNED BY F/S NO. 219920 RECORDED 11-2-88 Book 534? Page 49

ASSIGNEE: LINDEN ASSET MANAGEMENT COMPANY  
11 WEST MADISON  
OAK PARK, IL 60302

RECORD FEE 12.00  
POSTAGE .50  
#497260 07/17 R03 T10:19  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

July 31, 1989

FEDERAL DEPOSIT INSURANCE CORPORATION,  
IN ITS CORPORATE CAPACITY

By \_\_\_\_\_  
Signature(s) of Debtor(s)

By *Kurt Amrhein*  
Signature(s) of Secured Party(ies)

SUPERVISORY BANK LIQUIDATION SPECIALIST

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odco Company, P.O. Box 550488 Dallas, Texas 75355

(1) Filing Officer Copy— Numerical

STANDARD FORM— FORM UCC-3 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

517 508

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 464

Identification No.

Dated June 25, 1985

1. Debtor(s) { Charles Towson Associates Limited Partnership  
Name or Names—Print or Type  
1147 Donnington Circle Towson, MD 21204  
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names—Print or Type  
25 South Charles Street, Baltimore, MD 21201  
Address—Street No., City - County State Zip Code  
Commerical Real Estate Division Banc #101-820

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Exhibit A Attached</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Principal Mutual Life Insurance Company  
711 High Street  
Des Moines, Iowa 50309

RECORD FEE 20.00  
POSTAGE .50  
#497430 CTTT R03 T10:27  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: October 25, 1989

THE FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party  
BY: *Patricia A. Dean*  
Signature of Secured Party  
PATRICIA A. DEAN  
VICE PRESIDENT  
Type or Print (Include Title if Company)  
Vice-President

*25*

EXHIBIT A  
DESCRIPTION OF PROPERTY OF  
CHARLES TOWSON ASSOCIATES  
9TH ELECTION DISTRICT  
BALTIMORE COUNTY, MARYLAND

-----  
BEGINNING FOR THE SAME at a 1/2" iron pin and cap heretofore set at the beginning of the land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates, said place of beginning also being located at the point formed by the intersection of the westernmost outline of a plat entitled "Resubdivision of Part of Plat One - Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book W.J.R. 26 at Folio 15, and the northernmost right of way line of Kenilworth Drive, 70 feet wide, as shown on said plat, thence leaving said place of beginning binding on the outlines of said deed, as now surveyed in September, 1989 by Kidde Consultants, Inc., referring all courses of this description to the Grid Meridian of the Baltimore County Metropolitan District as shown on said plat, the twelve following courses and distances: in part binding on the westernmost outline of said plat and in part continuing the same course, in all

- (1) North 14 degrees 08 minutes 40 seconds East 316.81 feet to a 1/2" iron pin and cap heretofore set, thence
- (2) North 60 degrees 50 minutes 30 seconds West 449.66 feet to a 1/2" iron pin and cap heretofore set on the southernmost right of

**KIDDE CONSULTANTS, INC.**

547 508

Description  
Charles Towson Associates  
September 28, 1989  
Page 2

way line of the Baltimore Beltway (Interstate Route 695) as shown on State Roads Commission Plat No. 10584, thence binding thereon the three following courses and distances:

- (3) North 83 degrees 39 minutes 00 seconds East 314.56 feet to a 1/2" iron pin and cap now reset, thence
- (4) North 76 degrees 49 minutes 30 seconds East 198.49 feet to a 1/2" iron pin and cap heretofore set, and thence
- (5) South 78 degrees 12 minutes 20 seconds East 364.00 feet to a 1/2" iron pin and cap now reset on the southernmost right of way line of said Baltimore Beltway as shown on S.R.C. Plat No. 10572, thence binding thereon
- (6) South 62 degrees 15 minutes 40 seconds East 23.67 feet to a 1/2" iron pin and cap heretofore set, thence leaving said Baltimore Beltway binding on the northwesternmost outline of a plat entitled "Resubdivision of Parts of Plats One and Two Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book G.L.B. 25 at Folio 22
- (7) South 67 degrees 43 minutes 03 seconds west 237.15 feet to a 1/2" iron pin and cap now reset, thence binding on the northwesternmost outline of a plat entitled "Subdivision of Plat 1 Section 3 Orchard Hills", which plat is recorded among the Land

**KIDDE CONSULTANTS, INC.**

Description  
Charles Towson Associates  
September 28, 1989  
Page 3

no. 547 of 509

Records aforesaid in Plat Book G.L.B. 23 at Folio 71, the two following courses and distances

- (8) North 60 degrees 53 minutes 20 seconds West 26.32 feet to a 1/2" iron pin and cap now reset, and thence
- (9) South 39 degrees 45 minutes 05 seconds West 379.42 feet, to a point located 0.08 feet southeast of the center of a 3/4" iron pipe there found on the northeasternmost outline of the first hereinmentioned plat, thence binding thereon passing over said pipe, in all
- (10) North 74 degrees 03 minutes 49 seconds West 29.91 feet to a 1/2" iron pin and cap now reset at the northernmost end of the line dividing "Parcel A" and "Lot 6" as shown on said plat, thence binding thereon with a corrected distance
- (11) South 03 degrees 56 minutes 40 seconds East 156.20 feet to a point on the northernmost right of way line of the aforesaid Kenilworth Avenue, 70 feet wide, located 0.02 feet south and 0.02 feet east of the center of a 3/4" iron pipe there found, thence binding on said northernmost right of way line of Kenilworth Avenue
- (12) South 86 degrees 03 minutes 20 seconds West 64.98 feet to the place of beginning.

**KIDDE CONSULTANTS, INC.**

547 5.10

Description  
Charles Towson Associates  
September 28, 1989  
Page 4

CONTAINING 3.5424 acres of land, more or less, as now surveyed in September, 1989 by Kidde Consultants, Inc.

BEING the same land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates.

PFP/pek      KCI Job Order No. 01-59044B      September 28, 1989  
Work Order No. 53346X



TOGETHER with the right of access pursuant to the terms and conditions of the Access Easement Agreement dated November 10, 1981, recorded as aforesaid in Book EHK, Jr. No. 6352 page 782.

547 511

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 464

Identification No.

Dated June 25, 1985

1. Debtor(s) { Charles Towson Associates Limited Partnership  
Name or Names—Print or Type  
1147 Donnington Circle Towson, MD 21204  
Address—Street No., City - County State Zip Code

2. Secured Party { Principal Mutual Life Insurance Company  
Name or Names—Print or Type  
711 High Street Des Moines, Iowa 50309  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 20.00  
POSTAGE .50  
4497440 CTTT R03 T10:28  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated: October , 1989

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

Name of Secured Party  
BY: Stephen G. Gahner  
Signature of Secured Party  
Stephen G. Gahner  
Associate Counsel  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

BY: Elizabeth Happe  
ELIZABETH HAPPE  
Assistant Counsel

2050

**KIDDE CONSULTANTS, INC.**

517 512

EXHIBIT A  
DESCRIPTION OF PROPERTY OF  
CHARLES TOWSON ASSOCIATES  
9TH ELECTION DISTRICT  
BALTIMORE COUNTY, MARYLAND

---

BEGINNING FOR THE SAME at a 1/2" iron pin and cap heretofore set at the beginning of the land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates, said place of beginning also being located at the point formed by the intersection of the westernmost outline of a plat entitled "Resubdivision of Part of Plat One - Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book W.J.R. 26 at Folio 15, and the northernmost right of way line of Kenilworth Drive, 70 feet wide, as shown on said plat, thence leaving said place of beginning binding on the outlines of said deed, as now surveyed in September, 1989 by Kidde Consultants, Inc., referring all courses of this description to the Grid Meridian of the Baltimore County Metropolitan District as shown on said plat, the twelve following courses and distances: in part binding on the westernmost outline of said plat and in part continuing the same course, in all

- (1) North 14 degrees 08 minutes 40 seconds East 316.81 feet to a 1/2" iron pin and cap heretofore set, thence
- (2) North 60 degrees 50 minutes 30 seconds West 449.66 feet to a 1/2" iron pin and cap heretofore set on the southernmost right of

Description  
Charles Towson Associates  
September 28, 1989  
Page 2

way line of the Baltimore Beltway (Interstate Route 695) as shown on State Roads Commission Plat No. 10584, thence binding thereon the three following courses and distances:

- (3) North 83 degrees 39 minutes 00 seconds East 314.56 feet to a 1/2" iron pin and cap now reset, thence
- (4) North 76 degrees 49 minutes 30 seconds East 198.49 feet to a 1/2" iron pin and cap heretofore set, and thence
- (5) South 78 degrees 12 minutes 20 seconds East 364.00 feet to a 1/2" iron pin and cap now reset on the southernmost right of way line of said Baltimore Beltway as shown on S.R.C. Plat No. 10572, thence binding thereon
- (6) South 62 degrees 15 minutes 40 seconds East 23.67 feet to a 1/2" iron pin and cap heretofore set, thence leaving said Baltimore Beltway binding on the northwesternmost outline of a plat entitled "Resubdivision of Parts of Plats One and Two Section Three Orchard Hills", which plat is recorded among the Land Records aforesaid in Plat Book G.L.B. 25 at Folio 22
- (7) South 67 degrees 43 minutes 03 seconds west 237.15 feet to a 1/2" iron pin and cap now reset, thence binding on the northwesternmost outline of a plat entitled "Subdivision of Plat 1 Section 3 Orchard Hills", which plat is recorded among the Land

Description  
Charles Towson Associates  
September 28, 1989  
Page 3

Records aforesaid in Plat Book G.L.B. 23 at Folio 71, the two following courses and distances

(8) North 60 degrees 53 minutes 20 seconds West 26.32 feet to a 1/2" iron pin and cap now reset, and thence

(9) South 39 degrees 45 minutes 05 seconds West 379.42 feet, to a point located 0.08 feet southeast of the center of a 3/4" iron pipe there found on the northeasternmost outline of the first hereinmentioned plat, thence binding thereon passing over said pipe, in all

(10) North 74 degrees 03 minutes 49 seconds West 29.91 feet to a 1/2" iron pin and cap now reset at the northernmost end of the line dividing "Parcel A" and "Lot 6" as shown on said plat, thence binding thereon with a corrected distance

(11) South 03 degrees 56 minutes 40 seconds East 156.20 feet to a point on the northernmost right of way line of the aforesaid Kenilworth Avenue, 70 feet wide, located 0.02 feet south and 0.02 feet east of the center of a 3/4" iron pipe there found, thence binding on said northernmost right of way line of Kenilworth Avenue

(12) South 86 degrees 03 minutes 20 seconds West 64.98 feet to the place of beginning.

KIDDE CONSULTANTS, INC.

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Description  
Charles Towson Associates  
September 28, 1989  
Page 4

CONTAINING 3.5424 acres of land, more or less, as now surveyed in September, 1989 by Kidde Consultants, Inc.

BEING the same land described in a deed dated 21 November, 1977 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5828 at Folio 913 from Leonard Stulman and Helen R. Stulman, his wife, to Charles Towson Associates.

PF/pek

KCI Job Order No. 01-59044B

September 28, 1989

Work Order No. 53346X



TOGETHER with the right of access pursuant to the terms and conditions of the Access Easement Agreement dated November 10, 1981, recorded as aforesaid in Book EHK, Jr. No. 6352 page 782.

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279024

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County, Howard County And The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$7,500,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of An Amended And Restated Deed Of Trust.

RECORD FEE 67.00  
POSTAGE .50

**FINANCING STATEMENT**  
(Maryland-U.C.C.-1)

1. DEBTOR:

**JOLLY ACRES LIMITED PARTNERSHIP**  
c/o The KMS Group, Inc.  
One Centre Park  
Columbia, Maryland 21045

#97570 0777 R03 111:04  
10/31/89  
H. ERLE SCHAEFER  
AA CO. CIRCUIT COURT

2. SECURED PARTY:

**THE FIRST NATIONAL BANK OF MARYLAND**  
Commercial Real Estate Division  
110 South Paca Street  
BANC - 109-900  
Post Office Box 1596  
Baltimore, Maryland 21201  
Attention: Louis P. Mathews, Jr.,  
Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Amended and Restated Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

547 and 518

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Amended and Restated Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of thirteen (13) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

JOLLY ACRES LIMITED PARTNERSHIP,  
A Maryland Limited Partnership

By: Constellation Properties, Inc.,  
A Maryland Corporation,  
General Partner

By: Charles E. Gorman, Jr. (SEAL) <sup>SEW</sup>  
Name: Charles E. Gorman, Jr.  
Title: Assistant Treasurer

Date: October 27, 1989

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By: BOKS-1, Inc.,  
A Maryland Corporation,  
General Partner

By: [Signature] (SEAL)  
Name: James Kirk  
Title: Partner

Date: October 27, 1989

TO FILING OFFICER: After this Statement has been recorded, please  
return to:

Beth A. Solley, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 7280

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Description of Bowie Property  
Rte 32 at Baltimore-Washington Parkway  
4th District, Anne Arundel County, Maryland

First Parcel:

Beginning for the same at a pipe set at the beginning point of the land described in the deed from Robert M. Bowie and Edith W. Bowie, his wife, to William L. Dodd and Susan L. Dodd, his wife, dated February 27, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2739, Folio 205, the said beginning pipe also being in the last line of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the said Land Records in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with part of the last line of the second above-mentioned deed and, reversely, with part of the outline of the land described in the deed from LeRoy C. Corcoran and Alice T. Corcoran, his wife, to Bowie-Ravel Company dated November 22, 1957 and recorded among the said Land Records in Liber No. 1170, Folio 236, as shown on the plat titled "Survey of John Bowie Property" dated June 1981 and prepared by Edward Hall III and Associates, Inc.,

(1) North 29°19'05" East 339.20 feet to a stone found; thence running with part of the first line of the land described in the second above-mentioned deed and also running, reversely, with the outline of the land described in the third above-mentioned deed, ➤

(2) North 36°06'40" East 84.06 feet to a monument found; thence running with part of the first line and the second line of the land described in the second above-mentioned deed and also running, reversely with the outline of the land described in the deed from James P. Thrift, Assignee, to the State Board of Prison Control.

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dated October 10, 1921 and recorded among the said Land Records in Liber W.N.W. No. 48, Folio 395;

(3) North 29°45'45" East 1,191.27 feet; thence running with the third, fourth, fifth and sixth lines of the

land described in the second above-mentioned deed and, reversely; with the outlines of the land described in the last above-mentioned deed the following four (4) courses and distances, viz:

(4) North 57°11'00" East 1,286.49 feet to a monument found,

(5) North 44°40'24" West 186.73 feet to a monument found,

(6) North 73°24'00" East 565.21 feet to a monument found and

(7) South 63°17'10" East 263.77 feet to a monument found; thence running with part of the seventh line of the land described in the second above-mentioned deed and also running with part of the outline of the first parcel of land described in the deed from the National Junior Republic of the City of Baltimore to the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, dated February 20, 1933 and recorded among the said Land Records in Liber F.S.R. No. 115, Folio 120,

(8) South 22°44'56" West 2,273.39 feet to a pipe found at the end of the third line of the land described in the deed from A. Danny Bisogne, unmarried, to Grover T. Smith and Ruble H. Smith, his wife, dated October 27, 1964 and recorded among the said Land Records in Liber 1807, Folio 503; thence leaving the outlines of the whole tract and running, reversely, with the third line and part of the second line of the lands described in the last mentioned deed, the following two (2) courses and distances, viz:

(9) North 57°19'48" West 500.07 feet to a pipe found and

(10) South 22°45'27" West 384.54 feet to a pipe found at the end of the third line of the land described in the deed from Donald Earl Hibbs and Susanne Bowie Hibbs, his wife, to Grover T. Smith and Ruble H. Smith, his wife, dated November 16, 1964 and recorded among the said Land Records

in Liber No. 1813, Folio 28; thence running, reversely, with the third and second lines of the land described in the last mentioned deed the following two (2) courses and distances, viz:

(11) North 55°59'10" West 149.98 feet and  
 (12) South 22°48'35" West 290.00 feet to a pipe found on the northeast side of Jolly Acres Road; thence running with the northeast and north side of the said Jolly Acres Road the following eight (8) courses and distances, viz:

(13) North 58°05'10" West 82.76 feet,  
 (14) North 67°02'01" West 50.39 feet,  
 (15) North 84°43'56" West 59.86 feet,  
 (16) South 80°21'40" West 70.35 feet,  
 (17) South 74°09'39" West 89.67 feet,  
 (18) South 67°30'58" West 84.13 feet,  
 (19) South 59°07'27" West 60.10 feet and  
 (20) South 49°14'44" West 91.70 feet to a pipe found at the end of the first line of the land described in the first above-mentioned deed; thence running, reversely, with the said first line,

(21) North 59°35'50" West 367.62 feet to the place of beginning. Containing 63.545 acres of land, more or less. Being Parcel 1 as shown on the above-mentioned plat "Survey of John Bowie Property," and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Second Parcel:

Beginning for the same at the point where the northwest right-of-way line of Baltimore-Washington Parkway is intersected by the ninth or South 49 3/4° East 166 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with the said right-of-way line

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of Baltimore-Washington Parkway the following two (2) courses and distances, viz:

- (1) South  $43^{\circ}34'32''$  West 1,401.42 feet and
- (2) South  $49^{\circ}48'46''$  West 665.77 feet; thence

leaving the said Parkway and running with the right-of-way lines as shown on State Roads Commission of Maryland Plats No. 46805, 46803 and 46804 the following twelve (12) courses and distances, viz:

- (3) North  $83^{\circ}10'14''$  West 335.00 feet, to a pipe previously set,
- (4) South  $86^{\circ}57'23''$  West 226.95 feet,
- (5) North  $67^{\circ}49'56''$  West 136.49 feet,
- (6) North  $40^{\circ}44'59''$  West 175.50 feet,
- (7) North  $26^{\circ}28'48''$  West 223.79 feet,
- (8) North  $30^{\circ}24'54''$  West 300.08 feet to a monument,
- (9) North  $37^{\circ}24'58''$  West 283.67 feet,
- (10) North  $42^{\circ}12'07''$  West 371.99 feet,
- (11) North  $00^{\circ}36'11''$  East 243.19 feet,
- (12) North  $23^{\circ}36'10''$  East 311.46 feet,
- (13) 186.47 feet along the arc of a curve to the right having a radius of 778.54 feet and chord of North  $30^{\circ}27'39''$  East 186.02 feet
- (14) North  $36^{\circ}58'07''$  East 89.75 feet to a monument and

(15) North  $52^{\circ}59'51''$  West 32.55 feet to the southeast side of Jolly Acres Road (30 feet wide); thence leaving the right-of-way lines as shown on State Roads Commission of Maryland Plat No. 46804 and running with the southeast side of Jolly Acres Road the following seventeen courses and distances, viz:

- (16) North  $46^{\circ}04'52''$  East 134.79 feet,
- (17) North  $50^{\circ}53'32''$  East 118.14 feet,
- (18) North  $54^{\circ}50'12''$  East 59.44 feet,
- (19) North  $70^{\circ}56'57''$  East 70.30 feet,
- (20) North  $86^{\circ}17'07''$  East 56.57 feet,
- (21) North  $80^{\circ}49'05''$  East 50.14 feet,
- (22) North  $72^{\circ}21'05''$  East 74.14 feet.

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(23) North 46°21'05" East 239.16 feet,

(24) North 49°14'44" East 88.34 feet,

(25) North 59°07'27" East 55.30 feet

(26) North 67°30'58" East 80.19 feet

(27) North 74°09'39" East 86.31 feet,

(28) North 80°21'40" East 64.81 feet,

(29) South 84°43'56" East 51.26 feet,

(30) South 67°02'01" East 43.37 feet,

(31) South 58°05'10" East 77.02 feet and

(32) South 59°38'01" East 156.79 feet to the end of the first line of the land described in the deed from A. Danny Bisogne, unmarried, to Grover T. Smith and Ruhle H. Smith, his wife, dated October 27, 1964 and recorded among the Land Records of Anne Arundel County in Liber No. 1807, Folio 503; thence running, reversely, with the said first line,

(33) South 57°19'48" East 500.17 feet to a point in the seventh of the land described in the first above mentioned deed; thence running with part of the said seventh line,

(34) South 22°44'56" West 19.03 feet to a stone located at the end of the said seventh line; thence running with the eighth line and part of the ninth line of the land described in the first above mentioned deed and also running with the outline of the land described in the deed from the National Junior Republic of the City of Baltimore to the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, dated February 20, 1933 and recorded among the said Land Records in Liber F.S.R. No. 115, Folio 120, the following two (2) courses and distances, viz:.

(35) South 65°06'23" East 325.63 feet and

(36) South 53°56'04" East 877.44 feet to the place of beginning.

Containing 104.634 acres of land, more or less.

Subject to:

(a) agreement dated March 28, 1955 with the Consolidated Gas, Electric Light and Power Company of Baltimore recorded in Liber J.H.H. 913, Folio 543.

(b) agreement with Baltimore Gas and Electric Company dated July 11, 1972 and recorded in Liber M.S.H. No. 2510, Folio 147.

(c) agreement with the Baltimore Gas and Electric Company dated March 11, 1982 and recorded in Liber W.G.L. No. 3483, Folio 258.

(d) easements as shown on S.R.C. Plats Nos. 46803, 46804, 46805 and 47671.

Being Parcel 2 as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Third Parcel

Beginning for the same at a pipe found at the end of the 20th or South 66 $\frac{1}{2}$  West 18 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with the 21st, 22nd, 23rd and part of the 24th lines of the land described in the above mentioned deed, the following four (4) courses and distances,

- (1) North 14°49'22" west 235.22 feet to a concrete monument,
- (2) North 21°52'35" West 197.36 feet to a concrete monument,
- (3) North 43°33'54" West 164.93 feet to a concrete monument and
- (4) North 10°29'04" West 129.33 feet to intersect the southwest right-of-way line of the Baltimore and Ohio Railroad, Fort George G. Meade

Branch; thence leaving the outlines of the land described in the above mentioned deed and running with the right-of-way line of the said Railroad the following two (2) courses and distances, viz:

(5) South 51°06'00" East 293.55 feet and

(6) South 38°15'33" East 445.38 feet to a pipe found; thence leaving the said railroad and running

(7) South 62°10'21" West 263.88 feet to the place of beginning.

Containing 2.277 acres of land, more or less.

Subject to the terms and conditions of an agreement with the Consolidated Gas, Electric Light and Power Company of Baltimore dated November 27, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 817, Folio 101.

Being Parcel Three as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Fourth Parcel

Beginning for the same at a pipe previously set in the last or North 33°00' East 121 3/4 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24, Folio 247, and at the beginning point of the land described in the deed from John Bowie, Jr. and Audrey L. Bowie, His wife, to Frances Bowie Baldwin and C. Elliott Baldwin, her husband, dated June 18, 1963 and recorded among the said Land Records in Liber No. 1706, Folio 306, the said pipe being located South 29 19'05" West 644.15 feet from a stone at the end of the above mentioned North 33 00' East 121 3/4 perches line; thence from

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the said beginning pipe running, reversely, with the sixth or North  
59 30'00" West 218.05 foot line,

(1) South 59°37'13" East 218.73 feet to a pipe previously set  
on the northwestmost line of Jolly Acres Road; thence running with the  
said ~~northwestmost~~ northwestmost line of Jolly Acres Road the following five courses  
and distances, viz:

(2) South 86°17'07" West 59.17 feet,

(3) South 70°56'57" West 78.59 feet,

(4) South 54°50'12" West 64.72 feet,

(5) South 50°53'52" West 120.44 feet and

(6) South 46°04'52" West 140.64 feet to intersect the right-of-  
way line shown on State Roads Commission of Maryland Plat No. 46804;  
thence running with the said right-of-way line

(7) North 52°59'51" West 4.06 feet to intersect the above  
mentioned North 33 00' East 121 3/4 perches line; thence running with  
part of the said line

(8) North 29°19'05" East 399.70 feet to the place of beginning.  
Containing 0.731 acre of land, more or less.

Being Parcel 4 as shown on the above mentioned plat titled "Survey  
of John Bowie Property" and also being part of the land described in the  
deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902  
and recorded among the Land Records of Anne Arundel County in Liber G.W.  
No. 24, Folio 247

Note: The above descriptions were prepared from deed information  
and plat titled "Survey of John Bowie Property", prepared by Edward Hall  
III and Associates, Inc. and dated June 1981.

547 528

SAVING AND EXCEPTING THEREFROM A SIX ACRE PARCEL OF LAND, TOGETHER WITH A FIFTY FOOT RIGHT OF WAY, MORE PARTICULARLY DESCRIBED IN DEED OF EVEN DATE AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WHICH WAS GRANTED AND CONVEYED BY JOLLY ACRES LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP TO AUDREY L. BOWIE, SAID SIX ACRE PARCEL AND RIGHT OF WAY AFORESAID BEING ALSO SET FORTH AND DESCRIBED AS FOLLOWS:

DESCRIPTION OF 6.0 ACRES ±  
RESIDENCE SITE OUT OF THE JOHN BOWIE PROPERTY  
NEAR ANNAPOLIS JUNCTION  
FOURTH TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument found on the northeasternmost right of way line of Relocated Maryland Route 32 at the end of the South 37 degrees 26 minutes 44 seconds East 283.67 foot line shown on Plat No. 46805 of the State of Maryland, Department of Transportation State Highway Administration Right of Way Plats; said beginning point being distant North 62 degrees 10 minutes 21 seconds East 547.59 feet and North 30 degrees 24 minutes 54 seconds West 255.97 feet from an iron pipe found in June 1981 at the end of the South 66 1/2 degrees West 18 perch line described in the conveyance by Susannah A. Bowie to John Bowie by deed dated January 30, 1902 and recorded among the land records of Anne Arundel County in liber G.W. 24 folio 247; thence leaving said beginning point so fixed and running with said side of Maryland Route 32 shown on State Highway Administration Right of Way Plats 46805 and 46803 with meridian referred to Anne Arundel County Grid; North 37 degrees 24 minutes 58 seconds West 283.67 feet to a galvanized nail there found and North 42 degrees 12 minutes 07 seconds West 78.19 feet to an iron pipe there set, thence leaving said Maryland Route 32 & running through part of the conveyance by John Bowie, widower to John Bowie, Jr. and Frances Bowie Baldwin by deed dated October 3, 1944 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 319 folio 239, North 43 degrees 53 minutes 26 seconds East 643.86 feet to an iron pipe there set in the low grounds, thence running generally with the low grounds of a swale, South 24 degrees 35 minutes 58 seconds East 204.46 feet, South 19 degrees 18 minutes 52 seconds East 218.38 feet and South 55 degrees 40 minutes 00 seconds East 66.76 feet to an iron pipe there set, thence leaving said low grounds and running South 43 degrees 53 minutes 26 seconds West 555.74 feet to an iron pipe now set in the said northeasternmost right of way line of Maryland Route 32, thence running with said right of way line, North 30 degrees 24 minutes 54 seconds West 96.15 feet to the place of beginning.

547 529

Containing 6.00 Acres more or less according to a survey and plat made by Richard W. Walker and Associates, Inc. Registered Professional Land Surveyors in July 1986.

Being part of the conveyance by John Bowie, widower to John Bowie, Jr. and Frances Bowie Baldwin by deed dated October 3, 1944 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 319 folio 239.

TOGETHER with, as appurtenant forever to the lot and parcel of ground hereinbefore described by metes and bounds and hereby conveyed in fee-simple by this Deed, a general easement and right-of-way fifty (50) feet wide throughout for all purposes, which includes where the existing, new paved (macadamized) driveway which leads into the aforesaid lot and parcel of ground hereinbefore described and hereby conveyed, as aforesaid, from the Jolly Acres County Road now is, the center of which said existing driveway is the center line of said easement and right-of-way area, and as that centerline has now been surveyed, platted, and described by Richard W. Walker Associates, Inc., surveyor, in July, 1986, as follows, to wit:

BEGINNING for the same at the intersection of the existing center line of the paved road with the North 43 degrees 52 minutes 26 seconds East 643.86 foot line of the above described 6.0 acre lot and distant North 43 degrees 53 minutes 26 seconds East 37.02 feet from an iron pipe set at the beginning of said line, thence leaving said line and running with the center line of the existing paved driveway (12 feet wide) North 36 degrees 48 minutes 39 seconds West 480.41 feet to the center line of said Jolly Acres County Road and point of ending.

## First:

Beginning for the same in the center of the county Road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to Susanna Bowie, by Deed dated February 10, 1872, and recorded among the Land Records of Anne Arundel County in Liber S.H. 6, at folio 364, and running thence with the center of said road, (1) North 51 1/2 degrees West 500 feet; thence (2) North 28 3/4 degrees East 697 feet to a stake; thence (3) South 51 1/2 degrees East 500 feet to the seventh line of the whole tract; thence with the said 7th line (4) South 28 3/4 degrees West 697 feet, to the place of beginning.  
Containing eight (8) Acres of land more or less.

## Second:

Beginning for the same at a point on the Northerly side of a County Road running from "Geyer's Branch" to "Jolly Acres", said point being the Southwesterly corner of the "Cottage Lot", and running thence (1) Northwesterly and binding on said "Jolly Acres" Road, 150 feet to a stake; thence (2) North 27 degrees 15 minutes East 290 feet, and parallel to the second line of "Cottage Lot" to a stake, thence (3) South 51 degrees 30 minutes East 150 feet, and parallel with said County Road, to a point in the Westerly boundary of said "Cottage Lot"; thence (4) along and binding upon said upon said Westerly line of said "Cottage Lot" 290 feet to the place of beginning.  
Containing One (1) Acre of land more or less.

EXHIBIT A - 1

Being all that land as shown on the following, viz:

Plats entitled, Minor Subdivision of Phase One, The National Business Park, Tax Map 13, & 20, Blocks 3, 4, 16, 21, 22, Parcels 34, 65, 67, & 189, Plat 1 of 5, 2 of 5, 3 of 5, 4 of 5 and 5 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, pages 38, 39, 40, 41 and 42, Plat Nos. 5913, 5914, 5915, 5916 and 5917, a portion thereof is also shown on Plats entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F, previously recorded in Plat Book 112 page 38, Tax Map 13, 20 Blocks 3, 4, 16, 21, 22 parcels 189, 34, 65, 67, The National Business Park, Plat 1 of 6, 2 of 6, 3 of 6, 4 of 6, 5 of 6 and 6 of 6, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 114, pages 12, 13, 14, 15, 16 and 17, Plat Nos. 5986, 5987, 5988, 5989, 5990 and 5991.

Saving and excepting therefrom the following, viz:

Lot No. 2, Marvin H. Anderson, Trustee-Estate No. 0090787, Mont. Co., Plat entitled, Minor Subdivision of Phase One, The National Business Park, Tax Map 13 & 20, Blocks 3, 4, 16, 21, 22, Parcels 34, 65, 67 & 189, Plat 2 of 5 and 4 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, pages 39 and 41, Plat Nos. 5914 and 5916.

Lot No. 3, as shown on Plat entitled, Minor Subdivision of Phase One. The National Business Park, Tax Map 13 & 20, Blocks 3, 4, 16, 21, 22 Parcels 34, 65, 67 & 189, Plat 2 of 5 and 4 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, pages 39 and 41, Plat Nos. 5914 and 5916.

Lots 6 and 7, as shown on Plat entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F, previously recorded in Plat Book No. 112, page 38, Tax Map 13 & 20, Blocks 3, 4, 16, 21, 22, Parcels 189, 34, 65, 67, The National Business Park, Sheet 4 of 6 and 5 of 6, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 114, pages 15 and 16, Plat Nos. 5989 and 5990.

For title see the following, viz:

Deed dated July 16, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 499, between Frances Bowie Baldwin and Jolly Acres Limited Partnership.

Deed dated July 16, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 509, between Audrey L. Bowie and Jolly Acres Limited Partnership.

Deed dated July 9, 1986, and recorded among the Land Records of Anne Arundel County in Liber 4109, folio 528, between Grover T. Smith and Ruble H. Smith, his wife and Jolly Acres Limited Partnership.

Saving and excepting therefrom the following, viz:

Deed dated July 8, 1988, and recorded among the Land Records of Anne Arundel County in Liber 4656, folio 459, between Jolly Acres Limited Partnership and United States of America.

.. Deed dated August 15, 1988, and recorded among the Land Records of Anne Arundel County in Liber 4701, folio 47, between Jolly Acres Limited Partnership, et al. and Anne Arundel County, Maryland.

That portion of Lot No. 4 and 5, as shown on Plat entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F previously recorded in Platbook 112 page 38, Tax Map 13, 20, Blocks 3, 4, 16, 21, 22, Parcels 189, 43, 65 & 67, The National Business Park, Plat 2 of 6, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 114, page 12, plat No. 5987, which is vested in Arbitrage Land Limited Partnership.

Not subject to recordation tax

547 533

270025

Principal amount is:  
\$909,500.74

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF Anne Arundel  
COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF  
ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer  
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF GUARANTOR (HEREINAFTER "DEBTOR"):

TEMORA HOME BUILDERS, INC.  
406 Headquarters Drive  
Suite 207  
Millersville, Maryland 21108

RECORD FEE 11.00  
POSTAGE .50  
#598430 C237 R02 T11:49  
10/31/89

2. NAME AND ADDRESS OF SECURED PARTY:

SARAH BANK TRUST  
1777 Reisterstown Road  
Commerce Center East Suite 135  
Baltimore, Maryland 21208

H. EIRLE SCHAFER  
AA CO. CIRCUIT COURT

3. This Financing Statement covers all right, title and  
interest of the Debtor in and to the following types (or items) of  
property:

(a) The Debtor's fifty (50%) percent interest in  
East Side Partnership.

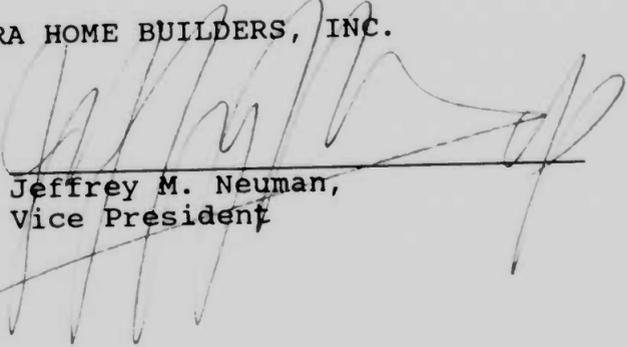
4. This Financing Statement also covers (a) all "Proceeds"  
of the Property, as such term is defined in the Maryland Uniform  
Commercial Code.

5. The aforesaid items are included as security in a  
Collateral Assignment of Partnership Interest and Stock  
Certificates and Security Agreement from Debtor to the secured  
party.

DEBTOR:

TEMORA HOME BUILDERS, INC.

By:

  
Jeffrey M. Neuman,  
Vice President

547-531

Filing Officer: After recordation, please return this Financing Statement to:

Arvin E. Rosen, Esquire  
Siskind, Burch, Grady & Rosen  
Jefferson Building  
Two East Fayette Street  
8th Floor  
Baltimore, Maryland 21202

0013.50\Finance.4  
kmb\ks  
10.18.89

517-535

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 318  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#598830 C237 R02 T12:26  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 16) as shown on the Plats entitled "Phase 7, Building 16, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 16 through 20, inclusive, Plats No. E-1966 through E-1970, inclusive.

Dated: August 28, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(109-89)

10-89

547 536

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#598840 C237 R02 T12:26  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: September 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(158-89)

10<sup>00</sup> 50



517-537

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 318 Page No. 382  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50  
#598850 C237 R02 T1242T  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 3) as shown on the Plats entitled "Phase 18, Building 3, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 19 through 23, inclusive, Plats No. E-2019 through E-2023, inclusive.

Dated: September 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*

FILE IN:

Scott C. Nicholson  
Assistant Vice President

- ( ) SDAT  
( ) Land Records  
() Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(106-89)

10-89

547 RE 538

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#598860 C237 R02 T12:27  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 4) as shown on the Plats entitled "Phase 17, Building 4, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 36 through 40, inclusive, Plats No. E-2036 through E-2040, inclusive.

Dated: September 12, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson  
Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(088-89)

10 00 50



547 539

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#598870 0237 R02 T12+27  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113 inclusive.

Dated: September 25, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(129-89)

10 00

547-540

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50  
#598890 C237 R02 T12+28  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: September 26, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]  
Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(188-89)

10-30

547 541

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#598890 C237 R02 T12:28  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087 inclusive.

Dated: September 26, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]  
Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(107-89)

1050



547-542

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#598900 0237 R02 T12:29  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, page 33, through 37 inclusive, at Plat Nos. E-2083 through E-2087, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 303 (Building 10) as shown on the Plats entitled "Phase 11 Building 10, Cromwell Fountain - Section I", which Plats are recorded among the Land Records in Anne Arundel County in Condominium Plat Book E-42, page 50, and in Condominium Plat Book E-43 pages 1 through 4, inclusive, Plat No. E-2100 through E-2104, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 103 (Building 11) as shown on the Plats entitled "Phase 10, Building 11 Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113, inclusive.

Dated: September 26, 1989

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholas*  
Scott C. Nicholas  
Assistant Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(✓) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(120-89/035-89/145/89)

547 543

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
#598910 C237 R02 T12:46  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, page 14, through 18 inclusive, at Plat Nos. E-2114 through E-2118, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 101 (Building 14) as shown on the Plats entitled "Phase 5, Building 14, Cromwell Fountain - Section I", which Plats are recorded among the Land Records in Anne Arundel County in Condominium Plat Book E-39, page 50, and in Condominium Plat Book E-40 pages 1 through 4, inclusive, Plat No. E-1950 through E-1954, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 302 (Building 1) as shown on the Plats entitled "Phase 20, Building 2, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive and in Plat Book E-41, pages 1 through 3, inclusive, Plats No. E-1999 through E-2003, inclusive.

Dated: September 26, 1989 FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson  
~~XXXXXXXXXX~~  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(186-89/187-89/166/89)

10/30

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267  
ID No. 270735

William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Name or Names - Print or Type  
Mercantile-Safe Deposit and Trust Company

200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation.....   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....   
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#598920 C237 R02 T12:47  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. lot 50, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: September 20, 1989

MERCANTILE MORTGAGE CORPORATION

Paul W. Paul

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, J.P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(094-89)

1000  
58

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267  
ID No. 270735

William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #598930 0237 R02 T12:47 10/31/89 H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. 41, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 8/20/89 MERCANTILE MORTGAGE CORPORATION  
Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
Paul A. Stewart, J. P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(095-89)



10/30

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267  
ID No. 270735

William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

A. Continuation.....  
The original financing state-  
ment between the foregoing  
Debtor and Secured Party, bear-  
ing the file number shown above,  
still effective.

B. Partial Release.....  
From the collateral described  
in the financing statement  
bearing the file number shown  
above, the Secured Party  
releases the following:  
\*See below.

C. Assignment.....  
The Secured Party certifies  
that the Secured Party has  
assigned to the Assignee whose  
name and address is shown below,  
Secured Party's rights under the  
financing statement bearing the  
file number, shown above in the  
following property:

D. Other.....  
(Indicate whether amendment,  
termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#598940 C237 R02 T12:48  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

BEING KNOWN AND DESIGNATED as Lot Nos. 38, as shown on the  
Plats of "Merriweather", which Plats are recorded among the Land  
Records of Anne Arundel County, Maryland in Plat Book 107, pages  
10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown  
on said Plats.

Dated: 8/24/89 MERCANTILE MORTGAGE CORPORATION  
Paul W. Parker

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY  
Paul A. Stuart  
Paul A. Stuart, Vice President

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(080-89)

1000  
36

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267  
ID No. 270735

William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #598950 C237 R02 T12:48 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. 35, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 8/24/89 MERCANTILE MORTGAGE CORPORATION  
Paul W. Rohr

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
Paul A. Stuart, Vice President

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(081-89)

BL  
CLERK

10-33

547-548

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. \_\_\_\_\_

Eagle Development Corporation  
Name or Names - Print or Type  
1. Debtor(s)  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #598960 C237 R02 T12:48 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Nine (9) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: September 26, 1989 PROVIDENT BANK OF MARYLAND  
Alex J. Tuggent

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(153-89)

1500

547-549

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. \_\_\_\_\_

Eagle Development Corporation  
Name or Names - Print or Type  
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party 114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 #598970 0237 R02 T12:49 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p> <p>BL CLERK</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Lots 22 and 34 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: August 29/1989

PROVIDENT BANK OF MARYLAND

Alex J. Thuyz...

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(092-89/090-89)

10

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523  
ID No. \_\_\_\_\_

Page No. 506

- Eagle Development Corporation  
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type
- 114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #598980 0237 R02 T12:49 10/31/89 H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Seventy-six (76) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: August 30, 1989

PROVIDENT BANK OF MARYLAND

Aless J. Suggenliter

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(104-89)

10/30

547 551

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. \_\_\_\_\_

1. Debtor(s) Eagle Development Corporation  
Name or Names - Print or Type  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 M598990 C237 R02 T12:50 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p> <p>BL CLERK</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Eighty-three (83) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: 9/15/89 PROVIDENT BANK OF MARYLAND  
Alex J. Suggent

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(180-89)

10 89

547-552

A.A. Co. Fin. Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. \_\_\_\_\_

Eagle Development Corporation  
Name or Names - Print or Type  
1. Debtor(s)  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

A. Continuation.....   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....   
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#599000 C237 R02 T12:50  
10/31/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. LOT 8 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: October 2, 1989

PROVIDENT BANK OF MARYLAND

*Alan J. [Signature]*

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(124-89)

10-30

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522  
ID No. 2714062

Page No. 370

1. Debtor(s) Frank J. Scott, Sr.  
Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, MD 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Name or Names - Print or Type  
Mercantile-Safe Deposit and Trust Company  
200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

A. Continuation.....  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#599010 C237 R02 T12:50  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

BEING KNOWN AND DESIGNATED as Lot(s) Numbered Twenty-nine (29), as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: September 20, 1989 MERCANTILE MORTGAGE CORPORATION

Paul W. Poulos

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Stuart

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(179-89)

10.00

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 370  
ID No. 2714062

1. Debtor(s) Frank J. Scott, Sr.  
Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, MD 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Name or Names - Print or Type  
Mercantile-Safe Deposit and Trust Company  
200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #599020 C237 R02 T12:51 10/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p> <p style="text-align: center;">BL CLERK</p>

BEING KNOWN AND DESIGNATED as Lot(s) Numbered Lot 22, as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: 9/5/89 MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Hart, Vice President

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(115-89)

1500

547 555

TO BE FILED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520

Page No. 2

Identification No. 270554

Dated November 10, 1987

1. Debtor(s) { SULLIN ENTERPRISES, LTD  
Name or Names—Print or Type  
1133 Greenwood Road Baltimore, Maryland 21208  
Address—Street No., City - County State Zip Code

2. Secured Party { YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION  
Name or Names—Print or Type  
3725 OLD COURT ROAD BALTIMORE, MD 21208  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: LISTED BELOW **</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

\*\* Lot 101, as shown on the Plat entitled "Plat 2, Section 5, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104 folio 40.

RECORD FEE 10.00  
POSTAGE .50  
#599040 C237 R02 T13:04  
10/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated: March 28, 1989

YORKRIDGE - CALVERT SAVINGS AND LOAN ASSN.

Name of Secured Party

*Bonita L. Taylor*  
Signature of Secured Party

BONITA L. TAYLOR, ASSISTANT VICE PRESIDENT

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

by 10.50

Fountainhead Title Group  
576-E Ritchie Hwy.  
Severna Park, MD 21146

# 9686

10 50

547-556

TO BE FILED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520

Page No. 2

Identification No. 270554

Dated November 10, 1987

1. Debtor(s) { SULIN ENTERPRISES, LTD  
 Name or Names—Print or Type  
1133 Greenwood Road Baltimore, Maryland 21208  
 Address—Street No., City - County State Zip Code

2. Secured Party { YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION  
 Name or Names—Print or Type  
3725 OLD COURT ROAD BALTIMORE, MD 21208  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input checked="" type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/>          (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED AS LOT No. 72 as shown on the Plat entitled "Plat 2, Section 5, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, Foilo 40.

RECORD FEE 10.00  
 POSTAGE .50  
 #599050 C237 R02 T13:05  
 10/31/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT



Dated: July 7, 1989

YORKRIDGE-CALVERT SAVINGS & LOAN ASSOCIATION  
Name of Secured Party

Bonita L. Taylor  
Signature of Secured Party

BONITA L. TAYLOR, ASSISTANT VICE PRESIDENT  
Type or Print (Include Title if Company)

Local Bros. Form T-1

15<sup>00</sup>

510.50  
 Fountainhead Title Group  
 576-E Ritchie Hwy.  
 Severna Park, MD 21146

#

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279028

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 10/26/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARCY A. KELLY, CPA
Address 404 CRAIN HIGHWAY, S.W., GLEN BURNIE, MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) OCTOBER 26, 1992

4. This financing statement covers the following types (or items) of property: (list)

IBM COMPUTER SYSTEM

RECORD FEE 11.00
POSTAGE .50
#497520 0777 R03 T10432
10/31/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BL
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MARCY A. KELLY, CPA

BY: (Signature of Debtor)

MARCY A. KELLY, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE
(Signature of Secured Party)

DOROTHY A. ABEL, ASSISTANT VICE PRESIDENT

Type or Print Above Signature on Above Line

11/50

547 558

270027

TO BE FILED WITH FINANCING RECORDS  
ANNE ARUNDEL COUNTY  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

- 1. Name & Address of Debtor: STEVEN W. WASHINGTON  
760 Old Herald Harbor Road  
Crownsville, Maryland 21035
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 8061 Telegraph Road, Severn, Maryland 21144, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 8061 Telegraph Road, Severn, Maryland 21144, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Secured Party:

Steven W. Washington  
STEVEN W. WASHINGTON

SEVERN SAVINGS BANK, FSB

By: Alan J. Hyatt  
Alan J. Hyatt, President



547 559

273023

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$515,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security for the same loan.

DATE: *October 26*, 1989

RECORD FEE 13.00

POSTAGE .50

#600520 0237 R02 T12:20

11/01/89

FINANCING STATEMENT

1. Debtor:

Address:

FIRST MARYLAND CONSTRUCTION  
COMPANY

1710 Peach Tree Lane  
Bowie, Maryland 20716

H. ERLE SCHAFER  
CLERK, CIRCUIT COURT

2. Secured Party:

Address:

FARMERS NATIONAL BANK OF  
MARYLAND

5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or



*B-3*

547 560

hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to Russell R. Till and Willaim A. Walker II, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Farmers National Bank of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

FIRST MARYLAND CONSTRUCTION  
COMPANY

FARMERS NATIONAL BANK OF MARYLAND

BY: Donald L. Knotts PRES., BY: [Signature]  
Donald L. Knotts, President

547 561

SCHEDULE A

ALL THAT LOT OF GROUND situate in Anne Arundel County, State of Maryland, being known and designated as Lot 1 as shown on Plat Two of Three, of the Plat entitled "Cluster Subdivision, Harbour Glen", which is duly recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 105, pages 23, 24 and 25.

ANNE ARUNDEL COUNTY, MARYLAND  
FINANCING STATEMENT

279020

- / / To Be Recorded in the Land Records.
- /X/ To Be Recorded among the Financing Statement Records.
- / / Not Subject to Recordation Tax.

/X/ Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000. The Debtor(s) certify(ies) that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County.

Debtor(s) Name(s) and Address(es):

Illustrations, Inc.  
P.O. Box 3349  
Crofton, MD 21114

Secured Party:

The Columbia Bank  
10480 Little Patuxent Parkway  
Columbia, Maryland 21044

This Financing Statement covers the property checked below:

/X/ Inventory. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted.

/X/ Accounts. All of the accounts of each Debtor both now owned and hereafter acquired.

/X/ General Intangibles. All of the general intangibles of each Debtor both now owned and hereafter acquired.

/X/ Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created.

/X/ All Equipment and Fixtures. All of the equipment of each Debtor both now owned and hereafter acquired.

/ / Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

/ / Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts; and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

/ / Fixtures. If this box is checked, all or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_

Debtor(s)  
(Individual(s))

\_\_\_\_\_  
Name of Borrower (SEAL)

\_\_\_\_\_  
(SEAL)

DEBTOR

(Corporation or Partnership)

Illustrations, Inc.

By: Ron Holder (SEAL)  
Name: Ron Holder  
Title: President

Please return to:

Eugenie C. Schwind, Legal Assistant  
Form 202 (10/88) Frank, Bernstein, Conaway & Goldman  
American City Building  
10227 Wincopin Circle, Suite 700  
Columbia, Maryland 21044

RECORD FEE 13.00  
RECORD TAX 200.00  
P.O. NO. 1.00  
POSTAGE .45  
#498000 CIVIL RUS 114108  
M. ELLI SCHAFER  
AA CO. CIRCUIT COURT



*[Handwritten signature]*

CERTIFICATION AND AFFIDAVIT OF  
ALLOCATION OF MARYLAND RECORDATION TAX

Illustrations, Inc., a Maryland  
corporation ("Debtor") hereby certifies under the penalties of perjury as of the date hereof that, according to the books and records of Debtor, and certain appraisals performed on behalf of Debtor, the approximate value of the collateral and amount of recordation tax due, with respect to the Financing Statements attached hereto and incorporated by reference herein, as of the date hereof is as follows:

- |  |   |                     |                |                   |
|--|---|---------------------|----------------|-------------------|
| 1. Value of exempt collateral<br>(inventory, contract rights, general<br>intangibles, accounts, farm products,<br>or equipment used in farming operations) |   | \$                  | <u>46,734</u>  |                   |
| 2. Value of non-exempt collateral  |   | \$                  | <u>183,899</u> |                   |
| 3. Total Value of collateral   |   | \$                  | <u>230,633</u> |                   |
| 4. Computation of Amount of Debt Not Exempt from Recordation Tax:  |   |                     |                |                   |
| <u>Value of Non-Exempt Collateral</u>  | x | <u>Total Amount</u> | =              | <u>Amount of</u>  |
| <u>Total Collateral</u>  |   | <u>of Debt</u>      |                | <u>Non-Exempt</u> |
|  |   | <u>Secured</u>      |                | <u>Debt</u>       |
| \$ 183,899   | x | \$ 50,000           |                | \$ 39,868         |
| \$ <u>230,633</u>  |   | \$ <u>1.00</u>      |                |                   |
| 5. Tax Rate = \$ <u>7.00</u> per \$1,000.00.   |   |                     |                |                   |
| 6. Recordation Tax Due on Non-Exempt Debt  |   | \$                  | <u>280.00</u>  |                   |

IN WITNESS WHEREOF, the undersigned on behalf of Illustrations, Inc., hereby certifies that to the best of the undersigned's knowledge, information and belief the statements and information contained in this CERTIFICATION AND AFFIDAVIT OF ALLOCATION OF MARYLAND RECORDATION TAX are true and correct in all material respects as of this 25th day of October, 1989.

Illustrations, Inc  
Debtor  
By: Ron Holder (SEAL)  
Name: Ron Holder  
Title: President

547-564

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25<sup>th</sup> day of OCTOBER, 1989, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared RON HOLDER, known to me (or satisfactorily proven) to be the PRESIDENT of ILLUSTRATIONS, INC, and whose name is subscribed to the within instrument, and he acknowledged that he executed the same on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Reg. J. Now

(SEAL)

My Commission Expires: \_\_\_\_\_

My Commission Expires July 1, 1990

547 ME 565

279030

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. ~~6-66-292#989~~ Maryland (any):

1. Debtor(s) (Last Name First) and address(es) Leonard, Collinson & Moore, Inc. 1641 Rte. #3, North Suite 207 Crofton, Maryland 21114	2. Secured Party(ies) and address(es) Dominion Bank of Maryland, N.A. P.O. Box 300 Millersville, Maryland 21108
---	--

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
#498650 0717 R03 T14:12  
11/01/89

4. This financing statement covers the following types (or items) of property:  
  
(1) N/R Dresser Model VOS PD66A SN#490129  
Vibratory Roller

5. Assigned to Secured Party and Address(es)  
H. ERLE SCHAFER  
100 CO. CIRCUIT COURT



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
Filed with:

Leonard, Collinson & Moore, Inc.

Dominion Bank of Maryland, N.A.

By: [Signature] 9/13/89  
Signature(s) of Debtor(s)

By: [Signature]  
Jerry Duffy/Vice Pres./Leasing Serv. Div.

(1) Filing Officer Copy - Alphabetical // STANDARD FORM - FORM UCC-1.

547 REC-566

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279031

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sunset Graphics  
Address 7432 Furnace Branch Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name AGFA FINANCIAL SERVICES, INC.  
Address 200 Ballardvale Street  
Wilmington, MA 01887

RECORD FEE 11.00  
POSTAGE .50

#498630 0777 R03 T14:11  
11/01/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

System MCSPV5  
and related items as more fully set forth on lease dated 3/22/89, by and between

Sunset Graphics and AGFA Financial Services, Inc. This filing is being made in the event that contrary to the party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

Name and address of Assignee

*Exempt from Recordation Tax*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*John Brittingham*  
(Signature of Debtor)

JO ANN BRITTINGHAM  
Type or Print Above Name on Above Line

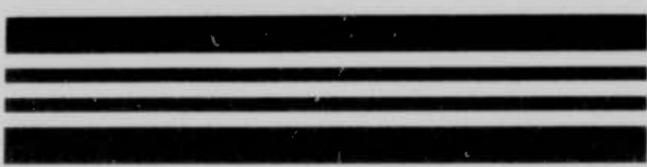
*Diane Keyes*  
(Signature of Debtor)

DIANE KEYES  
Type or Print Above Signature on Above Line

*C. Ann...*  
(Signature of Secured Party)

AGFA FINANCIAL SERVICES, INC.  
Type or Print Above Signature on Above Line

*11.50*



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

NOV 547 REC 567

279002

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

B. Green & Co., Inc.  
7855 Rappahannock Avenue  
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

Sara Lee Corporation d/b/a Jimmy  
Dean Meat Company  
5001 Spring Valley Road, Suite 630E  
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

**THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.**

RECORD FEE 11.00  
POSTAGE .50  
#498480 0777 R03 T13:59  
11/01/89  
H. ERLE SCHAFER  
HA CO. CIRCUIT COURT



Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor

**B. GREEN & CO., INC.**

**SARA LEE CORPORATION D/B/A JIMMY DEAN MEAT COMPANY**

Use whichever signature line is applicable

By *Allen Gallant*  
Signature(s) of Debtor(s)  
**Allen Gallant, Vice Pres. of Finance**

By *Angelo J. Larso*  
Signature(s) of Secured Party(ies)  
**VP of Fin Administration**

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547-568

279033

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

B. Green & Co., Inc.  
7855 Rappahannock Avenue  
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

Sara Lee Corporation d/b/a Jimmy  
Dean Meat Company  
5001 Spring Valley Road, Suite 630E  
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

**THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.**

RECORD FEE 11.00  
POSTAGE .50  
#498490 0711 R03 113:59  
11/01/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_



6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

**B. GREEN & CO., INC.**

**SARA LEE CORPORATION D/B/A JIMMY DEAN MEAT COMPANY**

Use whichever signature line is applicable

By Allen Gallant  
Signature(s) of Debtor(s)  
Allen Gallant, Vice Pres. of Finance

By Angelo J. Laro  
Signature(s) of Secured Party(ies)  
VP of Fin/Administration

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488 DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) \* 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 PAGE 569

279031

1. Debtor's Name and Mailing Address: (Do not abbreviate)

Consignee  
B. Green & Co., Inc.  
7855 Rappahannock Avenue  
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Parties Name and Mailing Address:

Consignor  
Sara Lee Corporation d/b/a Jimmy  
Dean Meat Company  
5001 Spring Valley Road, Suite 630E  
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

**THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.**

RECORD FEE 11.00  
POSTAGE .50  
#498500 0777 R03 113:59  
11/01/87  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor

**B. GREEN & CO., INC.**

**SARA LEE CORPORATION D/B/A JIMMY DEAN MEAT COMPANY**

Use whichever signature line is applicable

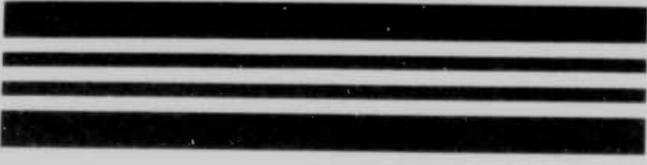
By Allen Gallant  
Signature(s) of ~~Debtor~~ Consignee  
Allen Gallant, Vice Pres. of Finance

By Angelo J. Laro  
Signature(s) of ~~Secured Party~~ Consignor  
VP of Financial/Administration

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488 DALLAS, TEXAS 75355

(1) Filing Officer Copy— Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

547 570

270035

1. ~~Debtor's~~ Name and Mailing Address: (Do not abbreviate)  
Consignee

B. Green & Co., Inc.  
7855 Rappahannock Avenue  
Jessup, Maryland 20794

Microfilm Index Number: (Filing Officer's Use Only)

2. ~~Secured Party's~~ Name and Mailing Address:  
Consignor

Sara Lee Corporation d/b/a Jimmy  
Dean Meat Company  
5001 Spring Valley Road, Suite 630E  
Dallas, Texas 75244-3942

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All Sara Lee Corporation d/b/a Jimmy Dean Meat Company products, including but not limited to meat products, fresh or frozen, acquired by B. Green & Co., Inc. for warehousing and delivery on behalf of Sara Lee Corporation d/b/a Jimmy Dean Meat Company wherever such products are located, including but not limited to B. Green & Co., Inc.'s business address at 7855 Rappahannock Avenue, Jessup, Maryland 20794 including all proceeds thereof or attributable or accruing thereto.

**THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.**

RECORD FEE 11.00  
POSTAGE .50  
#498510 C777 R03 T13:37  
11/01/87  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Check only if applicable  Products of collateral are also covered.  
 This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_



6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral  
 already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or  
 already subject to a financing statement filed in another county, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 as to which the filing has lapsed, or  
 acquired after a change of name, identity or corporate structure of the debtor.

Check appropriate box

**B. GREEN & CO., INC.**

**SARA LEE CORPORATION D/B/A JIMMY DEAN MEAT COMPANY**

Use whichever signature line is applicable

By *Allan Gallant*  
Signature(s) of ~~Debtor's~~ Consignee  
**Allan Gallant, Vice Pres. of Finance**

By *Angelo J. Sano*  
Signature(s) of ~~Debtor's~~ Consignor  
**VP of Fin/ Administration**

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS



547 572

MARYLAND FINANCING STATEMENT

270037

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pollux Corporation  
(Name or Names)  
8280 Patuxent Range Road, Jessup, Maryland 20794  
(Address) EBL 118

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) EB Industrial Leasing Corporation  
Of LESSOR (Name or Names)  
898 Airport Park Road Suite 100 Glen Burnie, Maryland 21061  
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Singleton Model SCCH #22 Salt Fog Corrosion Test Cabinet

RECORD FEE 11.00  
POSTAGE .50  
#498760 C777 R03 T14418  
11/01/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)



LESSEE  
Pollux Corporation  
By: R N Rounds VP-Finance  
R N Rounds (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly Manager  
Brian G. Connelly (Title)  
(Type or print name of person signing)  
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

547 FILE 573

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Munao, Inc. & Munroe, Walter  
James, Individually  
8101 Ritchie Highway  
Pasadena, MD 21122

2. Secured Party(ies) and address(es)

Signet Bank  
P.O. Box 2373  
Baltimore, MD 21203  
Attn: T0506

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#498170 C777 R03 114131  
11/01/89

4. This statement refers to original Financing Statement bearing File No. 395200-277762

Filed with Anne Arundel County

Date Filed 6/26/89 1989

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Assignee: Sequa Financial Corporation  
420 Lexington Avenue  
New York, NY 10170

No. of additional Sheets presented: \_\_\_\_\_

Signet Bank

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Stanley H. Z...  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

547-574

279033

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code

Maturity date (if any)	
1. Debtor(s) Name(s) (Last Name First)  Phipps Buick Incorporated	2. Debtor(s) Complete Address(es)  1797 West Street Annapolis, MD 21401
3. Secured Party(ies) and Complete (Address(es))  CHRYSLER CREDIT CORPORATION P.O. Box 995 Greens Farms, CT 06436	4. Assignee(s) of Secured Party(ies) and Complete Address(es)

RECORD FEE 11.00  
POSTAGE .50  
#498320 OFF REC 107:51  
11/01/89  
H. ERLE SCHAFER  
CLERK, CIRCUIT COURT  
BL  
CLERK

5. This Financing Statement covers the following types (or items) of property (Describe) "This Financing Statement covers and the debtor hereby grants to the secured party a security interest in: All of Debtor's inventory of motor vehicles financed by Chrysler Credit Corporation under Chrysler Credit Corporation's Dealer Rent-A-Car (DRAC) Program, whether now owned or hereafter acquired, together with all additions and accessories attached thereto, all Chattel Paper, Documents and Proceeds of the property covered by this financing statement including but not limited to, all Proceeds arising out of the rental, lease, sale or other disposition thereof, including all Money, Accounts, Contract Rights, General Intangibles Chattel Paper, Insurance Proceeds, Notes and any other obligation or evidence of obligation to debtor.

6.  Proceeds of collateral are also covered. 7.  Products of collateral are also covered. No. of additional sheets presented \_\_\_\_\_

8. Filed with Circuit Court Clerk of Anne Arundel County County, Other \_\_\_\_\_

9. Transaction is  is not . (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$ \_\_\_\_\_

10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to

SIGNATURE(S) OF DEBTOR(S):	SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES
A Phipps Buick, Incorporated	CHRYSLER CREDIT CORPORATION
By <u>Robert J. Adams</u> Wilson Phipps, President Robert J. Adams FILING OFFICER COPY	By <u>D. A. Ziegler</u> D. A. Ziegler Title Branch Manager

TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES

Please return to:  
Chrysler Credit Corporation  
P.O. Box 9820  
Towson, Maryland 21284

FILING

11.5

279033

547-575

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented <u>1</u>
1 Debtor(s) (Last Name First) and address(es) MIAMI AIRCRAFT SUPPORT, INC. C/o Burlington Northern Cargo Complex B Door 17 Baltimore, MD. 21240	2 Secured Party(ies) and address(es) ORIX CREDIT ALLIANCE, INC. P.O. Box 940715 Maitland, FL. 32794-0715	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .30 #498390 0777 NBS 110701 11/01/87 H. ERLE SCHAFER AA CO. CIRCUIT COURT
7 This financing statement covers the following types (or items) of property:		1999F-C-09-06735



"ALL MACHINERY, INVENTORY, EQUIPMENT AND GOODS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT."

NOT SUBJECT TO RECORDATION TAX

Circuit Court of Anne Arundel County

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	MIAMI AIRCRAFT SUPPORT, INC., ..... <i>James P. Res</i> Signature(s) of Debtor (Or Assignor)	ORIX CREDIT ALLIANCE, INC., ..... <i>James Blumegren AVP</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

547 576

**SCHEDULE "A"**

This schedule is attached to and becomes part of Security Agreement, ~~Conditional Sales Contract~~, Chattel Mortgage, ~~Lease or~~ \_\_\_\_\_ dated \_\_\_\_\_, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Twenty (20)	Clyde Cargo Dollies	15F2201	22161 through 22164; 22183 through 22192; 22294 through 22307;
Eight (8)	Clyde Cargo Dollies	CBD2201	22165 through 22172
One (1)	Lantis Pallet Loader	818	131
One (1)	Lantis Pallet Loader	818-144	697

This schedule is hereby verified correct and undersigned ~~Purchaser(s)~~, Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

ORCA CREDIT ALLIANCE, INC.

By: James Bluneger AVP

FICA-L-28

Debtor/Purchaser/Mortgagor/Lessee:

MIAMI AIRCRAFT SUPPORT, INC.

By: [Signature]

DATE: 9/29/89

547 577

270010

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  
Caldor, Inc.  
20 Glover Ave.  
Norwalk, CT 06850-1299

2 Secured Party(ies) and address(es)  
Citibank, N.A., Individually  
and as Agent  
Sort 5139  
General Post Office  
New York, NY 10117-0111

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .30  
#498400 C777 R03 T10:03

4 This financing statement covers the following types (or items) of property.  
All of the Debtor's now or hereafter arising rights, title and interest in and to the following, whether now owned or hereafter acquired (the "the Collateral"): (a) all inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, (1) all clothing, shoes, cosmetics, accessories, toys,  
  
(continued on Exhibit A which is attached hereto and made a part hereof)

5 Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
BL  
CLERK

not subject to Maryland Recordation Tax.

A MD Address: Ritchie Hwy., Rte. 2, Severna Park, MD

SAX

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Filed with  
Anne Arundel County, MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 2  
Caldor, Inc. Citibank, N.A., Individually and as Agent

By: Robert Schuman  
Signature(s) of Debtor(s)

By: Todd J Slotkin  
Signature(s) of Secured Party

ROBERT SCHAUMAN SR. VP & CFO  
(1) Filing Officer Copy - Alphabetical

TODD J SLOTKIN VP

STANDARD FORM - FORM UCC-1.

547-578

Exhibit A to Financing Statement of  
Caldor, Inc., as Debtor and  
Citibank, N.A., as Agent, as Secured Party

Continuation of Description of Collateral:

consumables, housewares, home textiles, furniture, home furnishings, electronics, sporting goods, hardware, automotive parts and small appliances, and raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee), and (iii) goods which are returned to or repossessed by the Debtor), and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");

(b) all of the following (collectively, the "Account Collateral"):

(i) a certain cash concentration account in Citibank, N.A. (the "Cash Concentration Account"), all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such Cash Concentration Account;

(ii) a certain cash collateral account in Citibank, N.A. (the "L/C Cash Collateral Account"), all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such L/C Cash Collateral Account;

(iii) certain blocked accounts in certain banks which have entered into blocked account agreements with the Secured Party (the "Blocked Accounts"), all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such Blocked Accounts;

  
\_\_\_\_\_  
Initials of  
Debtor

(iv) all investments of funds contained in the Cash Concentration Account and the L/C Cash Collateral Account from time to time (the "Investments") and all certificates and instruments, if any, from time to time representing or evidencing the Investments; and

(vi) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral; and

(c) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) - (b) hereof but excluding proceeds in the form of accounts receivable and the proceeds thereof) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash proceeds.

  
\_\_\_\_\_  
Initials of  
Debtor

547-580

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>FRONTIER TECHNOLOGIES, INC. 2444 Solomons Island Road Suite 205 Annapolis, MD 21401</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203 Attn: Renee Vick, P.O. Box 17063</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>SIGNET BANK/MARYLAND 7 ST. PAUL STREET BALTIMORE, MD 21202</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272991 Date May 27, 1988

Record Reference Book 527 Page 300  
Anne Arundel County

RECORD FEE 10.00  
RECORD TAX 91.00  
POSTAGE .50  
#498420 CY77 R03 110:44  
11/01/89

6. Item No. 1 and 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



1. New Address - 190 Admiral Cochran Drive, Suite 180  
Annapolis, Maryland 21401-7303

5. This transaction is not exempt from the recordation tax (MD). Principal amount of debt initially incurred was \$25,000. Recordation tax of \$14.00 was paid on 5/27/88. The principal amount of debt associated with this Amendment is \$50,000. (See attached Recordation Tax Calculation).

Dated this 23<sup>RD</sup> day of October, 19 89

DEBTOR:

SECURED PARTY:

FRONTIER TECHNOLOGIES, INC.

SIGNET BANK/MARYLAND

By: Genevieve Houston-Ludlam  
(Title)

By: Steven E. Zelenak  
(Title)

Genevieve Houston-Ludlam, President

Steven E. Zelenak, Vice President

UCC-5

1500  
91.50

RECEIVED

OCT 24 1989

547 RE 581

RECORDATION TAX CALCULATION

TO: Clerk of the Circuit Court of Anne Arundel County

Value of equipment, other non-exempt  
property----- \$ 40,879.

X \$ 50,000.00 = \$12,742.

Total Value of all  
collateral----- \$ 160,414.

Amount not exempt from tax \$ 12,742.

Tax paid (on 5/27/88) \$ 14.

Tax Due with this Amendment \$ 77.

Total Tax \$ 91.

FRONTIER TECHNOLOGIES, INC.

Date: October 23, 1989

By:

Genevieve Houston-Ludlam  
Genevieve Houston-Ludlam, President  
(Name and Title)

**PARTIES**

Debtor name (last name first if individual) and mailing address:

MITCHELL PATRICK B.  
76 CHESAPEAKE MOBILE COURT  
HANOVER MD 21076

Debtor name (last name first if individual) and mailing address:

GRAY THERESA L.  
76 CHESAPEAKE MOBILE COURT  
HANOVER MD 21076

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information

CHESAPEAKE MH OF LAUREL, MD  
10039 N. SECOND AVENUE  
LAUREL, MD 20707

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a.  acquired after a change of name, identity or corporate structure of the Debtor.
- b.  as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:
  - when the collateral was moved to this county.
  - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:
  - when the collateral was moved to Pennsylvania.
  - when the Debtor's location was moved to Pennsylvania.
- e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD

*Diana S. Rubenstein Agent*

STANDARD FORM - FORM UCC-1 (1-1-89)

Approved by Secretary of Commonwealth of Pennsylvania

**FINANCING STATEMENT**  
Uniform Commercial Code Form UCC-1  
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

547-582

2730 12

RECORD FEE 12.00  
#498160 0777 R03 T09:38  
11/01/89

H. ERLE SCHAEFER  
CIRCUIT COURT

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of \_\_\_\_\_ County.
- real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any) 6  
Optional Special Identification (Max. 10 characters) 7

**COLLATERAL**

Identify collateral by item and/or type:

1985 LIBERTY HOMES 24 X 48  
SERIAL # 55814AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."  
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

- a.  crops growing or to be grown on -
- b.  goods which are or are to become fixtures on -
- c.  minerals or the like (including oil and gas) as extracted on -
- d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:  
Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County, Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record) 10

**DEBTOR SIGNATURE(S)**

Debtor Signature(s):

MITCHELL PATRICK B. X *Patrick B Mitchell*

GRAY THERESA L. X *Theresa L Gray*

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
WOODBRIDGE, VA 22192

FILING OFFICE ORIGINAL  
NOTE - This page will not be returned by the Department of State.

REORDER FROM  
**Registree, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN, 55303  
(612) 421-1713

125

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOUR SEAS & SEVEN WINDS, INCORPORATED, "THE TRAVEL PEOPLE"  
Address 12 West Montgomery Street, Baltimore, Maryland 21230

2. SECURED PARTY

Name NCNB NATIONAL BANK OF MARYLAND  
Address 201 North Charles Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
MS. FRANCES E. LANDERS  
LEGAL ASSISTANT  
OBER, KALER, GRIMES & SHRYVER  
1600 MARYLAND NATIONAL BANK BUILDING  
10 LIGHT STREET  
BALTIMORE, MARYLAND 21202

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 14.00  
#498180 0717 R03 109:41  
11/01/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

SEE ATTACHED

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

FOUR SEAS & SEVEN WINDS, INCORPORATED  
"THE TRAVEL PEOPLE"

(Signature of Debtor)

Type or Print Above Name on Above Line

By: James H. McLean

(Signature of Debtor)

JAMES H. McLEAN  
Type or Print Above Signature on Above Line

NCNB NATIONAL BANK OF MARYLAND

(Signature of Secured Party)

RAUF F. EBENHRISE  
Type or Print Above Signature on Above Line

COLLATERAL DESCRIPTION

All Collateral.

"Collateral" means all of the Debtor's present and future assets, including, but not limited to: Receivables, Equipment, reserves, balances, deposits, property of the Debtor coming into the possession of Secured Party, choses in action and general intangibles and all proceeds thereof, and all of Debtor's books and records relating to Receivables, Equipment and all other Collateral.

"Receivables" means all accounts, contract rights, checks, notes, drafts, acceptances, instruments, chattel paper, rental receivables, installment payment obligations, general intangibles, and all other obligations for the payment of money created by Debtor or acquired by Debtor from others, all cash and non-cash proceeds thereof, and contracts, documents, invoices and other instruments evidencing the same, all security therefor, guarantees, and all of Debtor's rights to any property sold or leased which is represented thereby, whether or not such Receivables are specifically assigned, which Receivables are created or otherwise arise out of the sale of merchandise or the rendering of services by Debtor.

"Equipment" means all equipment, machinery, computers, chattels, tools, parts, machine tools, furniture, furnishings, fixtures and supplies of every nature, presently existing or hereafter acquired or created and wherever located, together with all accessions, additions, fittings, accessories, special tools, and improvements thereto and substitutions therefor and all parts and equipment which may be attached to or which are necessary for the operation and use of such personal property, whether or not the same shall be deemed to be affixed to real property, and all rights under or arising out of present or future contracts relating to the foregoing and all proceeds (cash and non-cash) of the foregoing.

The terms "account", "contract rights", "instruments", "chattel paper", "general intangibles", and "proceeds" shall have the same meanings as they have in the Maryland Uniform Commercial Code.

\gfj\ncnb\ucc

547 585

Four Seas & Seven Winds, Inc.  
4545 View Ridge Avenue  
San Diego, California 92123

Four Seas & Seven Winds, Inc.  
3700 Koppers Street  
Baltimore, Maryland 21227

Four Seas & Seven Winds, Inc.  
1325 Mt. Hermon Road  
Suite 14A  
Beaglin Park Plaza  
Salisbury, Maryland 21801

Four Seas & Seven Winds, Inc.  
1 North Charles Street  
Baltimore, Maryland 21201

Four Seas & Seven Winds, Inc.  
307 International Circle  
3rd Floor  
Hunt Valley, Maryland 21031

Four Seas & Seven Winds, Inc.  
2101 East Jefferson Street  
Suite 210  
Rockville, Maryland 20852

Four Seas & Seven Winds, Inc.  
7351 B Industry Drive  
Charleston, SC 29418

Four Seas & Seven Winds, Inc.  
1860 Wiehle Avenue  
Reston, Virginia 22090

Four Seas & Seven Winds, Inc.  
10201 Lee Highway  
Fairfax, Virginia 22030

Four Seas & Seven Winds, Inc.  
1919 South Broadway  
Green Bay, Wisconsin 54304

Four Seas & Seven Winds, Inc.  
770 North Jefferson Street  
Milwaukee, Wisconsin 53202

Four Seas & Seven Winds, Inc.  
1025 Connecticut Avenue  
Suite 1109  
Washington, D.C. 20036

Four Seas & Seven Winds, Inc.  
187 Shangri La Drive  
Lexington Park, MD 20653

Four Seas & Seven Winds, Inc.  
185 Admiral Cochrane Way  
Annapolis, Maryland 21401

Four Seas & Seven Winds, Inc.  
2411 Crofton Lane  
Suite 26  
Crofton, Maryland 21114

Four Seas & Seven Winds, Inc.  
4805 Mt. Hope Drive  
Baltimore, Maryland 21215

Four Seas & Seven Winds, Inc.  
6401 Security Blvd.  
2D Annex Building  
Woodlawn, Maryland 21235

Four Seas & Seven Winds, Inc.  
1530 Canton Center Drive  
Building D, Suite N  
Baltimore, Maryland 21227

Four Seas & Seven Winds, Inc.  
8th Street & Old Court House Rd  
Arlington, Virginia 22204

Four Seas & Seven Winds, Inc.  
1420 Springhill Road  
McLean, Virginia 22102

Four Seas & Seven Winds, Inc.  
850 Greenbrier Circle, Suite K  
Chesapeake, Virginia 23320

Four Seas & Seven Winds, Inc.  
1800 North Point Road  
Suite G210  
Stevens Point, Wisconsin 54481

Four Seas & Seven Winds, Inc.  
6538 Green Bay Road  
Sturgeon Bay, Wisconsin 54235

Four Seas & Seven Winds, Inc.  
9501 East Shea Blvd.  
Scottsdale, Arizona 85258

CDF/02-21-89  
 9794X (514X)  
 SSA-SFC(0)(4)  
 SSA-CONST/PERM(4)

517 580

279043

To be recorded  
 (1) in the Land Records  
 of Anne Arundel County;  
 (2) in the Financing Statement  
 Records of Anne Arundel County;  
 and  
 (3) with the Maryland State  
 Department of Assessments  
 and Taxation

Not subject to recordation  
 tax

Principal amount is  
 \$ 246,400.00

RECORD FEE 14.00  
 POSTAGE .50  
 #601470 C237 R02 T10:31  
 11/02/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.



SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

James V. Case, Jr.  
 Jeannine B. Case

Mailing Address of Debtor:

1768 Regent's Park Rd.  
 Crofton, MD 21114

2. Secured Party:

STERLING BANK & TRUST CO.,  
 a bank and trust company  
 organized and existing  
 under the law of Maryland,

Address of Secured Party:

Suite 201  
 111 East Water Street  
 Baltimore, Maryland 21202

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

1400  
 1400

CDF/02-21-89  
 9794X (514X)  
 SSA-SFC(0)(4)  
 SSA-CONST/PERM(4)

EXP. 547 PAGE 587

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$246,400.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

James V. Case, Jr.  
 James V. Case, Jr.

Jeannine B. Case  
 Jeannine B. Case

Date: 10-13, 1989

To the Filing Officer: After this Statement has been recorded, please mail the same to:

STERLING BANK & TRUST  
 130 Holiday Court Suite 111  
 Annapolis, MD. 21401

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

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FINANCING STATEMENT

by

James V. Case, Jr. and Jeannine B, Debtor  
Case  
and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

COMPUTED

SCHEDULE "A"

Lot numbered Fifty-Eight (58) in the subdivision known as "SECOND REVISED Plat 2, CROFTON ORCHARDS", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, at Plat no. 13.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 589  
Identifying File No. 279044

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Larcon Wire Corporation  
Address 747 Third Avenue, New York, NY 10017

RECORD FEE 13.00  
TOTAL 13.00  
#499120 0777 R03 T10:17  
11/02/89

2. SECURED PARTY

Northwestern National Life Insurance Company  
Name c/o Washington Square Capital, Inc.  
Address secured parties listed on Exhibit A  
Natalie K. Miller, Faegre & Benson  
2200 Norwest Center, 90 South Seventh Street, Minneapolis, MN 55440, together with the other

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .50  
#499135 54027 R03 T10:17  
11/02/89

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit B attached hereto.



Filed: Anne Arundel County

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

\_\_\_\_\_  
(Signature of Debtor)

Larcon Wire Corporation  
Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)

MANUEL L. Ramos  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1350

547 590

EXHIBIT A

Names and Addresses of Secured Parties

The North Atlantic Life Insurance  
Company of America  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Northern Life Insurance Company  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Ministers Life - A Mutual Life  
Insurance Company  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Western State Life Insurance Company  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

The Security Mutual Life Insurance  
Company of Lincoln, Nebraska  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Description of Collateral

## (a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

## (b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

## (c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

## (d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

547 PAGE 592

Identifying File No. 279045

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Laribee Sales Corp.
Address 747 Third Avenue, New York, NY 10017

RECORD FEE 13.00
POSTAGE .50
#499140 0777 R03 T10:18
11/02/99

2. SECURED PARTY

Name Northwestern National Life Insurance Company c/o Washington Square Capital, Inc.
Address P.O. Box 9402, Minneapolis, MN 55440 together with the other secured parties listed on Exhibit A
Natalie K. Miller, Faegre & Benson, 2200 Norwest Center 90 South Seventh Street, Minneapolis, MN 55402

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.



3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit B attached hereto.

Name and address of Assessor

Filed: Anne Arundel County

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

LARIBEE SALES CORP.

Type or Print Above Name on Above Line

(Signature of Debtor)

MANUEL L. RAMOS
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

13.50

Names and Addresses of Secured Parties

The North Atlantic Life Insurance  
Company of America  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Northern Life Insurance Company  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Ministers Life - A Mutual Life  
Insurance Company  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Western State Life Insurance Company  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

The Security Mutual Life Insurance  
Company of Lincoln, Nebraska  
c/o Washington Square Capital, Inc.  
P.O. Box 9402  
Minneapolis, MN 55440

Description of Collateral

## (a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired;

## (b) EQUIPMENT:

All equipment of Debtor, whether now owned or hereafter acquired;

## (c) ACCOUNTS, CONTRACT RIGHTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment maybe evidenced, together with all other rights and interests which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts and contract rights of Debtor; and

## (d) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

547 595

279046

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

NETTLES-SHURE, INC. DBA/  
THE AIR WORKS  
1798 MARGARET AVE.  
ANNAPOLIS, MD. 21401

2 Secured Party(ies) and address(es)

TRANSAMERICA COMMERCIAL  
FINANCE CORPORATION  
2401 Plum Grove Rd. Suite 118  
Palatine, IL. 60067

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number,  
and Filing Office)

4 This financing statement covers the following types (or items) of property:  
All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, including all returns and repossessions thereto and thereof, (hereinafter called "Inventory"); All accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor (hereinafter called "Accounts"); All equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; All reserves, however created, of Debtor in the possession or control of Secured Party; All of Debtor's rights to any rebates, discounts, credits, factory holdbacks and incentive payments which may become due to Debtor by the manufacturer or distributor with respect to any of the Inventory; All proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX.

5 Assignee(s) of Secured Party and Address(es)



TT30702

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

Filed with

ANNE ARUNDEL COUNTY

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

NETTLES-SHURE, INC. DBA/  
THE AIR WORKS

By

*Howard Shure*  
Signature(s) of Debtor(s)  
HOWARD SHURE-V.P.

Transamerica Commercial Finance Corp.

By

*Susan Vogelsang*  
Signature(s) of Secured Party(s)  
SUSAN VOGELSANG-B.A.I.

(1) Filing Officer Copy - Alphabetical

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STANDARD FORM - FORM UCC-1.

279047

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures. TO BE RECORDED IN the Chattel Records of  
~~XXXXRECORDED~~ Anne Arundel County, MarylandThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform  
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

Montgomery Mortgage, Inc.

6290 Montrose Road, Rockville, Maryland 20852

For Filing Officer Use

File No. ....

Date &amp; .....

Hour .....

Name of Secured Party or assignee

No.

Street

City

State

The First National Bank of Maryland 15850 Crabbs Branch Way, Rockville, MD 20855

1. This financing statement covers the following types (or items) of property: (Lists or descrip-  
tions may be on separate sheets firmly attached hereto.) (Describe)(i) The interest of Debtor in that certain Deed of Trust Promissory Note  
dated October 27, 1939.(ii) All assets of Debtor in which the Secured Party has been granted a  
Security interest under any other security agreement between the Debtor  
and the Secured Party. (contained on next page)

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Fur-  
nish general description of real estate and name of record owner.)
3.  If collateral is goods which are or will become fixtures: The above described goods are  
fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish  
general description of real estate and name of record owner.) If blocks system is main-  
tained, state house number and street, if there be any, or block reference.
4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not  
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,  
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

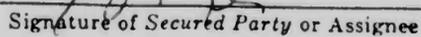
Montgomery Mortgage, Inc.

Richard R. Cotton, President  
(Type or print name under signature)

Secured Party (Or Assignee)

The First National Bank of Maryland  
(Seal)

(Corporate, Trade or Firm Name)

  
Signature of Secured Party or Assignee

Guy J. Tegler, Vice President

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Please Return To:

Shulman, Rogers, Gandal, Pordy & Ecker, P.A.  
11921 Rockville Pike, Suite 300  
Rockville, Maryland 20852

File No. 51-067-056 CMC



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FINANCING STATEMENT  
Page 2

EX-547 PAGE 597

Continued from Page 1:

Block 1:

- (iii) Any accounts, property, securities, or monies of Debtor which may at any time be assigned or delivered or come into possession of the Secured Party.
- (iv) All of the actual books and records pertaining to the collateral.

Note: The note and deed of trust referred to herein are as follows:

- (a) promissory note dated October 27, 1989 made by Montgomery Model Homes, Inc., a Maryland Corporation to the order of Montgomery Mortgage, Inc. (the Debtor herein) in the principal sum of \$424,000.00.
- (b) deed of trust dated October 27, 1989 from Montgomery Model Homes, Inc., a Maryland corporation, securing Montgomery Mortgage, Inc. in the principal sum of \$424,000.00. The property covered by the deed of trust is:

Lot 16, as shown on a plat of subdivision entitled "REVISED PLAT OF LAKELAND" as per plat thereof recorded in Plat Book 113 at Page 24, among the Land Records of Anne Arundel County, Maryland.

The above promissory note has been assigned by Montgomery Mortgage, Inc. to The First National Bank of Maryland, the Secured Party herein.

After Recordation, Please Return To:

Gary J. Stein, Esquire  
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.  
11921 Rockville Pike, Suite 300  
Rockville, Maryland 20852  
(301) 230-5200

Our File No. 51-067-056

FINANCING STATEMENT

279048

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>Joseph A. Boggs 21<del>2</del> Chester Street Annapolis, Maryland 2140<del>3</del></p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Sterling Bank and Trust Company 111 Water Street Baltimore, Maryland 21202-1025</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

3. This Financing Statement covers the following types (or items) of property:

(See Attached Sheets)

RECORDING FEE 12.00  
 NOTARIAL FEE 1.00  
 COUNTY CLERK AND CLERK 11.00  
 M. ELLIOTT  
 COUNTY CLERK



- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 1
- 6. This transaction (is) ~~(is not)~~ exempt from the recordation tax  
Principal amount of debt initially incurred is: \_\_\_\_\_
- 7. RETURN TO: Weinberg and Green (BR, II)  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

JOSEPH A. BOGGS  
 (Type Name)

By: *[Signature]*  
 Joseph A. Boggs  
 (Type Name and Title of Person Signing)

Sterling Bank & Trust Co.  
By: *[Signature]* 19 89  
 V.P. (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

*[Handwritten initials]*



RETURN TO:  
 HILLMAN BROWN & DARROW  
 227 WYKE OF GLOUCESTER ST.  
 ANNAPOLIS, MD. 21401

FINANCING STATEMENT

(a) All right, title and interest of the Debtor in Debtor's partnership interests in Coventry Associates Partnership, a Virginia general partnership (hereinafter referred to as the "Partnership") and all right, title and interest of the Debtor in and to any and all distributions and profits, whether cash or otherwise, and any other interests whatsoever of the Debtor to which the Debtor is now or shall hereafter be entitled as a partner in the Partnership; together with the income and profits arising from the assigned partnership interest in the Partnership and any other distribution of earnings, capital or otherwise, and any interests whatsoever of the Debtor in the Partnership and all proceeds of any or all of the foregoing.

(b) All of the right, title and interest of the Debtor in Debtor's stock in JMO Properties, Inc. a Maryland corporation (hereinafter referred to as the "Corporation") as represented by Stock Certificate No. ONE (1) and all right, title and interest of the Debtor in and to any and all distributions and profits, whether cash or otherwise, and any other interests whatsoever of the Debtor to which the Debtor is now or shall hereafter be entitled as a stockholder in the Corporation; together with the income and profits arising from the pledged stock in the Corporation and any other distribution of earnings, capital or otherwise, and any interest whatsoever of the Debtor, as a stockholder in the Corporation, and all proceeds of any of the foregoing.

Clerk of Circuit Court  
Steele Chancery County  
PO Box 71  
Annapolis, MD 21401

BOOK 547 PAGE 600

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255980  
RECORDED IN LIBER 483 FOLIO 426 ON 4/2/85 (DATE)

2. Name and address of Debtor(s) Leaman Spear Information Systems, Inc. T/A LSI Systems 11-A Village Green Crofton, MD 21114  39888-00001	3. Name and address of Secured Party C.I.T. Leasing Corporation 1301 York Road Lutherville, MD 21093
---	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at  
1180 West Swedesford Rd., Berwyn-, PA 19312

5. Maturity date of obligation (if any):

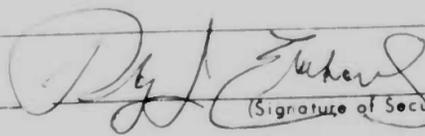
6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement, described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:  
See attached schedule

Dated October 30, 1989

  
(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.  
(Type or Print Name of Secured Party on Above Line)

115

SCHEDULE OF LEASED EQUIPMENT

A part of Master Lease between C.I.T. Leasing Corporation and Leaman-Spear Information Systems, Inc., dated January 4, 1985.

The equipment listed on this Schedule will be located at 11A Village Green, Crofton, Anne Arundel, MD 21114 Name of Lessee Leaman-Spear Information Systems, Inc. City MD County MD

Item No.	Description of Equipment	Aggregate Rental	Monthly Rental	Date Lease Term Commences	Date of First Monthly Rental	Renewal (No. of Years Amount)
2	MP-WS4 Workstations with Keyboards and Monitor, S/N's CQA-305 and CQA-326	13,890.00	231.50	3/26/85	4/26/85	None
1	CO128K Ram Software programs consisting of: MEGALN INIT. MEGALN LINK TO MEGA MEGAFM FILE MAINT. MEGASD TEST SEND MEGATS TEST REC.					

LEASE TERM: The term of this lease for the items described in this Schedule shall be 60 months.  
 RENTALS: For said term or any portion thereof, Lessee shall pay to Lessor the stated aggregate rentals, of which \$ -0- is herewith paid in advance and the balance is payable in 60 equal, successive, monthly payments as stated, of which the first is due on the first monthly rental date set forth above.

Accepted: Leaman-Spear Information Systems  
 C.I.T. LEASING CORPORATION  
 Executed on 1/10/85  
 By Deloris A. Spear TIRG  
 Authorized Representative

**END  
LIBER**